

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

**COPY**



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

---

Regular Meeting -- Wednesday, July 31, 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, July 31, 2002

**TABLE OF CONTENTS**

|                                                            | Page  |
|------------------------------------------------------------|-------|
| Communications From City Officers . . . . .                | 90628 |
| Reports Of Committees . . . . .                            | 90674 |
| Committee On Finance . . . . .                             | 90674 |
| Committee On Budget . . . . .                              | 91310 |
| Committee On Buildings . . . . .                           | 91313 |
| Committee On Committees, Rules And Ethics . . . . .        | 91363 |
| Committee On Education . . . . .                           | 91365 |
| Committee On Historical Landmarks . . . . .                | 91366 |
| Committee On Housing And Real Estate . . . . .             | 91369 |
| Committee On Human Relations . . . . .                     | 91440 |
| Committee On License And Consumer Protection . . . . .     | 91442 |
| Committee On Police And Fire . . . . .                     | 91449 |
| Committee On Special Events And Cultural Affairs . . . . . | 91451 |
| Committee On Traffic . . . . .                             | 91465 |
| Committee On Transportation And Public Way . . . . .       | 91506 |
| Committee On Zoning . . . . .                              | 91681 |

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL  
Regular Meeting -- Wednesday, July 31, 2002

|                                                    | Page  |
|----------------------------------------------------|-------|
| Agreed Calendar . . . . .                          | 91867 |
| New Business Presented By Aldermen . . . . .       | 91992 |
| Traffic Regulations, Traffic Signs, Etc. . . . .   | 91992 |
| Zoning Ordinance Amendments . . . . .              | 92029 |
| Claims . . . . .                                   | 92032 |
| Unclassified Matters . . . . .                     | 92039 |
| Free Permits, License Fee Exemptions, Etc. . . . . | 92092 |
| Approval Of The Journal . . . . .                  | 92098 |
| Unfinished Business . . . . .                      | 92098 |
| Miscellaneous Business . . . . .                   | 92098 |

**Attendance At Meeting.**

*Present* -- The Honorable Richard M. Daley, Mayor, and Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone.

*Absent* -- Aldermen Tillman, Pope, Burnett.

---

**Call To Order.**

On Wednesday, July 31, 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, Hairston, Beavers, Beale, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 42.

Quorum present.

---

**Pledge Of Allegiance.**

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



**Invocation.**

Rabbi Stanley Kroll of Chicago Loop Synagogue opened the meeting with prayer.

---

**REPORTS AND COMMUNICATIONS  
FROM CITY OFFICERS.**

---

*Rules Suspended* -- FIRE FIGHTERS TIMOTHY SANDERS  
AND MARK PRESTIGIACOMO HONORED FOR  
HEROIC LIFE-SAVING RESCUE.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 2002.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning 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, Shortly before noon on June 2, 2002, Engine Company 71, along with other units from the 3<sup>rd</sup> District of the Chicago Fire Department, responded to a report that a person was in peril in the Chicago River at 6340 North Kedzie Avenue; and

WHEREAS, Upon their arrival, the fire fighters of Engine Company 71 saw a woman in the north branch of the river near the Devon Avenue overpass, screaming, with arms waving, going under, then surfacing for a short time then disappearing again in the cold murky water; and

WHEREAS, Fire Fighter Timothy Sanders realized that the woman would drown unless he took immediate action, a task that was complicated by the strong current and turbulence caused by aeration of the water, which made it difficult to determine the victim's location; and

WHEREAS, Fire Fighter Sanders quickly climbed over an eight-foot-high chain-link fence near the bank of the river, descended a fifteen-foot ladder to the water, then plunged in and began to swim furiously against the strong currents; and

WHEREAS, To aid in the rescue, members of Engine Company 71 threw a ring buoy with an attached rope to Fire Fighter Sanders, which he swam with until he ran out of rope, so he released the buoy and continued the final twenty feet unassisted to the woman; and

WHEREAS, Fire Fighter Sanders spotted the woman just below the surface of the water, and he grabbed onto her in a rescue grip, then turned and struggled fiercely to swim back to the ring buoy, which had been carried farther away from him by the strong current; and

WHEREAS, Fire Fighter Mark Prestigiacomo, keeping a close eye on the progress of his fellow fire fighter and sensing that Sanders was becoming exhausted, entered the water and swam out twenty feet to aid his partner, and together they swam the victim back to shore, then the rest of the crew towed all three back to the base of the ladder; and

WHEREAS, A rescue harness and line were then lowered to the two fire fighters in the water, who placed the victim into the harness, then helped to raise her fifteen feet to their comrades, who were hoisting from above; and

WHEREAS, Now out of the river, the victim began to cough up water and showed signs of regaining consciousness, and fire fighters quickly placed her in the capable hands of Fire Ambulance 46, whose personnel provided treatment and transported her to the hospital; and

WHEREAS, Fire Fighter Sanders and Fire Fighter Prestigiacomo acted with dedication, professionalism and skill in the highest traditions of the Chicago Fire Department, going far beyond the call of duty while placing their own lives at risk; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirty-first day of July, 2002, do hereby honor Fire Fighter Timothy Sanders of Engine Company 71 and Fire Fighter Mark Prestigiacomo of Truck Company 22 who, together with the other members of the responding companies who contributed to the successful rescue, have served the Fire Department and the citizens of Chicago with honor and have earned the respect and acknowledgment of all in attendance here today; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to these two 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 Carothers and Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas*-- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 thanks and expressed appreciation to Fire Fighter Timothy Sanders and Fire Fighter Mark Prestigiacomo for their heroic, life-saving rescue. Lauding them for their bravery, skill and dedicated professionalism, Mayor Daley declared their selfless commitment to duty representative of those who serve in the city's uniformed services. After calling the City Council's attention to the presence in the visitors' gallery of the honorees' families, members of Engine Company 71 and members of Truck Company 22, Mayor

Daley invited Fire Fighter Timothy Sanders and Fire Fighter Mark Prestigiacomo to the Mayor's rostrum where he conveyed his personal thanks and presented each with a parchment copy of the congratulatory resolution.

---

*Rules Suspended* -- CONGRATULATIONS EXTENDED TO POLICE  
OFFICER DENIS VALE FOR OUTSTANDING HEROISM  
AND LIFE-SAVING RESCUE.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 2002.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning 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, At about noon on September 7, 2001, off-duty City of Chicago Police Officer Denis Vale (Star Number 14753) was driving with his wife in rural Du Page County; and

WHEREAS, As Officer Vale waited at a traffic light at 87<sup>th</sup> Street and Lemont Road, he heard a loud roar and, looking directly up, he saw a small plane hit a tree and high-tension electrical lines and then do a nose dive, crashing straight into the ground near the intersection; and

WHEREAS, After hitting the power lines, the plane slammed into the ground, then skidded about seventy-five feet. Part of a wing had been torn off, along with the tail section of the plane; and

WHEREAS, As the traffic signal had turned green, Officer Vale immediately drove up to the scene, then told his wife to call 911 from their cellular telephone while he ran to the crash site to see if he could assist anyone there; and

WHEREAS, As Officer Vale approached, he heard screaming from inside the destroyed aircraft, which was broken up into several pieces. He was able to reach the co-pilot's side of the plane and opened the door, and inside he saw a female passenger in the co-pilot's seat unable to free herself from the wreckage; and

WHEREAS, Officer Vale extricated the victim and carried her across the street, placing her on the ground out of harm's way, then he told other witnesses to care for her until help arrived; and

WHEREAS, Despite the strong smell of fumes from the fuel tank, which had ruptured during the crash and was now spilling fuel over the plane and into the ground, and despite the severe fire or explosion hazard caused by the plane's still-active power system, Officer Vale then ran back to the wreckage and helped the pilot, who was quite disoriented, out of the cockpit; and

WHEREAS, As Officer Vale helped the pilot across the street, the first Darien-Woodridge Fire Protection District unit arrived on the scene, and he then assisted the fire fighters in removing the remaining two passengers from the aircraft; and

WHEREAS, The pilot and co-pilot were treated for shock and injuries at the scene and transported to the hospital, where they were admitted in fair condition, and the other two passengers were treated at the scene and at the hospital and then released; and

WHEREAS, Thanks to his immediate response, carried out with total disregard for his own personal safety, Officer Denis Vale was responsible for rescuing several people in serious danger and bringing order to an unstable, perilous situation; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirty-first day of July, 2002, do hereby honor Officer Denis Vale for his outstanding acts of bravery and heroism, which were carried out in the finest tradition of the Chicago Police Department; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Officer Denis Vale, and placed on permanent record in his personnel files, as a token of our esteem.

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

*Yeas*-- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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, expressed appreciation to Police Officer Denis Vale for his heroic rescue. Recognizing that the officer executed his rescue while off-duty and out of the city, Mayor Daley cited Officer Vale as a good samaritan as well as an outstanding police officer representative of the Chicago Police Department. After calling the City Council's attention to the presence in the visitors' gallery of Officer Vale's family and watch commander, Mayor Daley invited Officer Denis Vale to the Mayor's rostrum where he conveyed his personal appreciation and presented him with a parchment copy of the congratulatory resolution.

---

*Rules Suspended* -- GRATITUDE EXTENDED TO CHICAGO  
ALTERNATIVE POLICING STRATEGY VOLUNTEER  
MR. ABRAM L. HACKMAN, JR. FOR SELFLESS  
EFFORTS ON BEHALF OF COMMUNITY.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 2002.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution concerning a C.A.P.S. volunteer.

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, C.A.P.S., Chicago's Alternative Policing Strategy, is a partnership between the police and the community which relies on community input in order to bring focused law enforcement to areas with the most serious need for police services; and

WHEREAS, C.A.P.S. has been recognized as one of the most ambitious and successful policing initiatives in the United States with the city's crime rate dropping twenty percent since the inception of the program; and

WHEREAS, The continuing success of C.A.P.S. is dependent upon the willingness of citizens with moral character, determination, courage and vision to get involved; and

WHEREAS, Abram L. Hackman, Jr. has demonstrated such moral character, determination, courage and vision in his participation in the C.A.P.S. program; and

WHEREAS, Mr. Hackman has been active in the C.A.P.S. program since 1996 and is best known as the C.A.P.S. cantor/chant leader as he travels from community to community sharing his gift of song and rhythm; and

WHEREAS, Throughout Mr. Hackman's involvement with C.A.P.S., he has led hundreds of anti-violence, gang, drug and youth marches in every community of Chicago; and

WHEREAS, Mr. Hackman is also a member of the block club at 1600 North Mayfield Avenue and has served as the chairperson for the 6<sup>th</sup> Police District Youth subcommittee; and

WHEREAS, In addition to Mr. Hackman's activities in community policing, he has also devoted his life to the mentoring of young people by acting as a foster parent for two young children, coaching a baseball team and volunteering with the Apostolic Faith Church youth choir; and

WHEREAS, Without seeking recognition or reward for his activities in community policing, Mr. Hackman has earned the respect, gratitude and admiration of all Chicagoans; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirty-first day of July, 2002, do hereby honor Abram L. Hackman, Jr. and express the gratitude of all Chicagoans for his selfless efforts, outstanding achievements and extraordinary courage in improving the quality of life for all Chicagoans; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Abram L. Hackman, Jr. as a token of our esteem.

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

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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, expressed congratulations to Mr. Abram L. Hackman, Jr. for his community leadership and commitment to the young people of Chicago. After calling the City Council's attention to his presence in the visitors' gallery of church and community friends of Mr. Hackman, Mayor Daley invited Mr. Abram L. Hackman, Jr. to the Mayor's rostrum where he conveyed his personal thanks and presented him with a parchment copy of the congratulatory resolution.

---

*Rules Suspended* -- CONGRATULATIONS EXTENDED TO MR. JONATHAN  
RICHARD HARRIS, MR. JOSHUA W. ALLEN AND MS. LAURA  
MC MILLAN YATES ON BEING SELECTED AS  
TOP BLACK HIGH SCHOOL STUDENTS  
BY *EBONY* MAGAZINE.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 2002.

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

LADIES AND GENTLEMEN -- I transmit a resolution concerning *Ebony* magazine award recipients.

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, Every year *Ebony* magazine selects the top black high school students in the nation who exemplify the greatness that black teenagers can achieve and highlights those achievements in the magazine; and

WHEREAS, Among the selections for *Ebony* magazine's top black school seniors for 2002 were three students from Chicago, Jonathan Richard Harris, Joshua W. Allen and Laura McMillan Yates; and

WHEREAS, Jonathan Richard Harris, a graduate of Whitney Young High School, earned many awards and honors during his time in high school, including graduating with a 4.7 grade point average, being named a National Achievement Scholar, and Advanced Placement Scholar, a Principal's Scholar, and a listing in *Who's Who In American High Schools*, and plans to attend the Massachusetts Institute of Technology to pursue a degree in telecommunications; and

WHEREAS, Joshua W. Allen, the valedictorian of Gwendolyn Brooks Preparatory Academy with a 4.8 grade point average and a National Merit Scholar, has successfully completed college-level courses offered through a dual-credit College Bridge Program and has received One Hundred Twelve Thousand Dollars (\$112,000) in scholarships which he plans to use at the University of Southern California where he will major in broadcast journalism; and

WHEREAS, In addition to being named the most valuable player of track and field, Laura McMillan Yates, a Latin Grand Champion and a graduate of the Northside College Preparatory High School with a 4.7 grade point average, was awarded the Lieutenant Governor's Award for Scholastic Achievement and plans on studying biology at Brown University; and

WHEREAS, Their success is not only a result of their knowledge but also of their time, focus and commitment; and

WHEREAS, These students are a great source of pride to their schools, their community and the entire City of Chicago and State of Illinois; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirty-first day of July, 2002, do hereby congratulate Jonathan Richard Harris, Joshua W. Allen and Laura McMillan Yates for their outstanding achievements; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Jonathan Richard Harris, Joshua W. Allen and Laura McMillan Yates.

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

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 Jonathan Richard Harris, Joshua W. Allen and Laura McMillan Yates for their achievements. Mayor Daley observed that while the honorees drew from their families, educators and churches for their success, they have reinvested talent in their communities through volunteer efforts and, in so doing, established themselves as role models for all young Chicagoans. After calling the City Council's attention to the presence in the visitors' gallery of the honorees' families and officials of the Chicago Public Schools, Mayor Daley invited to the Mayor's rostrum Jonathan Richard Harris, Joshua W. Allen and Laura McMillan Yates where he conveyed his personal congratulations and presented each with a parchment copy of the congratulatory resolution.

---

*Referred* -- AMENDMENT OF TITLE 2, CHAPTER 92 AND TITLE 13,  
CHAPTER 8 OF MUNICIPAL CODE OF CHICAGO TO RENAME  
DEPARTMENT OF PURCHASES, CONTRACTS AND  
SUPPLIES AND TO AUTHORIZE USE OF  
ELECTRONIC PROCUREMENT  
METHODS.

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

7/31/2002

COMMUNICATIONS, ETC.

90639

*the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Chief Procurement Officer, I transmit herewith an ordinance amending Chapter 2-92 of the Municipal Code.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred --* AMENDMENT OF TITLE 4, CHAPTER 280 OF MUNICIPAL  
CODE OF CHICAGO (CHICAGO CABLE COMMUNICATIONS  
ORDINANCE) BY MODIFICATION OF PENALTY  
PROVISIONS AND ESTABLISHMENT  
OF CONSUMER SERVICE  
GUIDELINES.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Cable Administrator, I transmit herewith a cable television consumer protection ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AMENDMENT OF TITLE 9, CHAPTER 80, SECTION 110  
OF MUNICIPAL CODE OF CHICAGO BY AUTHORIZING  
DISPOSAL OF UNIDENTIFIED DILAPIDATED MOTOR  
VEHICLES IMMEDIATELY AFTER IMPOUNDMENT.

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

July 31, 2002.

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

7/31/2002

COMMUNICATIONS, ETC.

90641

LADIES AND GENTLEMEN -- At the request of the Commissioner of Streets and Sanitation, I transmit herewith an ordinance concerning disposal of burned-out vehicles.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AMENDMENT OF TITLE 11, CHAPTER 4 OF  
MUNICIPAL CODE OF CHICAGO TO PROHIBIT  
DISPOSAL OF WASTE MATERIAL IN  
WATERS WITHIN CITY LIMITS.

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

July 31, 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 amending Chapter 11-4 of the Municipal Code.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred --* AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED  
CONVEYANCE OF VARIOUS CITY-OWNED PROPERTIES TO  
HEARTS UNITED HOMES LIMITED PARTNERSHIP  
UNDER NEW HOMES FOR CHICAGO PROGRAM.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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 an amendment to a loan agreement with Hearts United New Homes.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

7/31/2002

COMMUNICATIONS, ETC.

90643

*Referred* -- APPROVAL OF AMENDMENT NUMBER 1 TO CHINATOWN  
BASIN REDEVELOPMENT PROJECT AREA TAX INCREMENT  
FINANCING ELIGIBILITY STUDY AND REDEVELOPMENT  
PROJECT AND PLAN.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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 an ordinance authorizing amendment number 1 to the Chinatown T.I.F.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- APPROVAL OF AMENDMENT NUMBER 1 TO NORTH  
BRANCH REDEVELOPMENT PROJECT AREA TAX  
INCREMENT FINANCING ELIGIBILITY STUDY  
AND REDEVELOPMENT PROJECT  
AND PLAN.

The Honorable Richard M. Daley, Mayor, submitted the following communication



which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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 an ordinance authorizing amendment number 1 to the North Branch T.I.F.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred --* AMENDMENT OF VARIOUS ENTERPRISE ZONE  
ORDINANCES BY EXTENSION OF TERMINATION DATES.

The Honorable Richard M. Daley, Mayor, presented 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

July 31, 2002.

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

7/31/2002

COMMUNICATIONS, ETC.

90645

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances concerning enterprise zone extensions.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- DESIGNATION OF CHICAGO MANUFACTURING  
CAMPUS, L.L.C. AS PROJECT DEVELOPER AND  
AUTHORIZATION FOR EXECUTION OF  
REDEVELOPMENT AGREEMENT AND  
ISSUANCE OF CITY-NOTES FOR  
PROPERTY AT EAST 126<sup>TH</sup>  
STREET AND SOUTH  
TORRENCE AVENUE.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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 an ordinance authorizing the execution of a redevelopment agreement with Chicago Manufacturing Campus, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred --* DESIGNATION OF LAKE PARK CRESCENT ASSOCIATES I  
LIMITED PARTNERSHIP AS PROJECT DEVELOPER AND  
AUTHORIZATION FOR EXECUTION OF  
REDEVELOPMENT AGREEMENT FOR  
PROPERTY WITHIN NORTH  
KENWOOD/OAKLAND  
CONSERVATION  
AREA.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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 an ordinance authorizing the execution of a redevelopment agreement with Lake Park Crescent Associates I, L.P.

7/31/2002

COMMUNICATIONS, ETC.

90647

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- DESIGNATION OF UPTOWN GOLDBLATT'S VENTURE, L.L.C.  
AS PROJECT DEVELOPER AND AUTHORIZATION FOR  
EXECUTION OF REDEVELOPMENT AGREEMENT  
AND ISSUANCE OF CITY NOTE FOR PROPERTY  
AT 4720 -- 4740 NORTH BROADWAY.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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 an ordinance authorizing the execution of a redevelopment agreement with Uptown Goldblatt's Venture, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

*Referred* -- AUTHORIZATION FOR ISSUANCE OF INDUSTRIAL  
DEVELOPMENT REVENUE BONDS FOR BENEFIT OF  
GENOMICS USA, INC. FOR PROPERTY AT  
2201 WEST CAMPBELL PARK DRIVE.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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 an ordinance authorizing the issuance of industrial development bonds for Genomics USA, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT  
WITH LAKE PARK CRESCENT ASSOCIATES I, L.P. FOR  
RENOVATION OF RENTAL PROPERTIES WITHIN  
LAKEFRONT TRANSFORMATION  
PROJECT PHASE I.

The Honorable Richard M. Daley, Mayor, submitted the following communication

7/31/2002

COMMUNICATIONS, ETC.

90649

which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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 a loan agreement with Lake Park Crescent Associates I, L.P.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred --* APPROVAL FOR RESTRUCTURE OF LOAN AGREEMENT  
WITH KENWOOD OAKLAND APARTMENT ASSOCIATES, L.P.  
FOR REHABILITATION OF AFFORDABLE HOUSING.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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 execution of a loan agreement with Kenwood Oakland Apartment Associates, L.P.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred --* AUTHORIZATION FOR RESTRUCTURE OF LOAN  
AGREEMENT WITH SU CASA ASSOCIATES, L.P. FOR  
REHABILITATION OF AFFORDABLE HOUSING AT  
1614 -- 1622 WEST JONQUIL TERRACE.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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 execution of a loan restructuring agreement with Su Casa Associates, L.P.

7/31/2002

COMMUNICATIONS, ETC.

90651

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AUTHORIZATION FOR INFRASTRUCTURE AGREEMENT  
WITH FORD MOTOR COMPANY AND CHICAGO  
MANUFACTURING CAMPUS, L.L.C. FOR  
DEVELOPMENT OF CHICAGO  
MANUFACTURING CAMPUS.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an agreement with Ford Motor Company and Chicago Manufacturing Campus, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*



*Referred* -- ESTABLISHMENT OF RATES AND HOURS OF  
OPERATION FOR CERTAIN CITY-OWNED  
PARKING LOTS.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance concerning rates and hours of operation for city-owned parking lots.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AUTHORIZATION FOR PUBLIC HEARING ON CREATION  
OF ANDERSONVILLE SPECIAL SERVICE AREA.

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*:

7/31/2002

COMMUNICATIONS, ETC.

90653

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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 an ordinance authorizing a public hearing in connection with the establishment of the Andersonville Special Service Area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred --* AMENDMENT OF YEAR 2002 ANNUAL APPROPRIATION  
ORDINANCE WITHIN FUND 925.

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

July 31, 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 a Fund 925 amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AMENDMENT OF YEAR XXVIII COMMUNITY  
DEVELOPMENT BLOCK GRANT ORDINANCE FOR  
FUNDING OF PUBLIC SERVICE PROJECTS BY  
DEPARTMENT ON AGING AND MAYOR'S  
OFFICE OF WORKFORCE  
DEVELOPMENT.

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

July 31, 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 C.D.B.G. amendments.

7/31/2002

COMMUNICATIONS, ETC.

90655

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AUTHORIZATION FOR EXECUTION OF GRANT  
AGREEMENTS WITH VARIOUS RECIPIENTS FOR  
PAYMENT OF CERTAIN OPERATING EXPENSES  
UNDER HOME INVESTMENT PARTNERSHIPS  
PROGRAM.

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

July 31, 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 expenditure of funds for community housing development organizations.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

*Referred* -- AUTHORIZATION FOR ALLOCATION OF EMPOWERMENT  
ZONE/ENTERPRISE COMMUNITY GRANT FUNDS TO  
CATHOLIC HEALTH PARTNERS SERVICES AND  
AMENDMENT OF PRIOR ORDINANCE WHICH  
AUTHORIZED EMPOWERMENT ZONE/  
ENTERPRISE COMMUNITY GRANT  
FUNDS TO HOME OF LIFE  
COMMUNITY DEVELOP-  
MENT CORPORATION.

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

July 31, 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 empowerment zone grants.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

7/31/2002

COMMUNICATIONS, ETC.

90657

*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*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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* -- APPROVAL FOR SALE OF VARIOUS CITY-OWNED  
PROPERTIES TO AND AUTHORIZATION FOR EXECUTION  
OF REDEVELOPMENT AGREEMENT WITH  
NEW VISION CORPORATION.

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

July 31, 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 an ordinance authorizing the sale of parcels to New Vision Development Corp.

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  
PROPERTIES AT 235 -- 249 AND 301 -- 308 EAST 31<sup>ST</sup>  
STREET TO AND AUTHORIZATION FOR EXECUTION  
OF REDEVELOPMENT AGREEMENT WITH  
TOIA BUILDING PROPERTIES  
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 Housing and Real Estate*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 2002.

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

7/31/2002

COMMUNICATIONS, ETC.

90659

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the negotiated sale of property to Toia Building Properties Limited Partnership.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- APPROVAL FOR SALE OF CITY-OWNED PROPERTIES  
TO VARIOUS NOT-FOR-PROFIT ORGANIZATIONS.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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 ordinances authorizing the negotiated sale of city-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*



*Referred --* AUTHORIZATION FOR CONVEYANCE OF CITY-OWNED  
PROPERTY AT 11016 -- 11024 SOUTH MICHIGAN AVENUE  
TO UNITED STATES POSTAL SERVICE.

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

July 31, 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 an ordinance authorizing the sale of property to the United States Postal Service.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred --* AUTHORIZATION FOR CONVEYANCE OF CITY-OWNED  
PROPERTY AT 4019 SOUTH LAKE PARK AVENUE  
TO CHICAGO HOUSING AUTHORITY.

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*:

7/31/2002

COMMUNICATIONS, ETC.

90661

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Board of Education, I transmit herewith an ordinance authorizing the sale of property located at 4019 South Lake Park Avenue.

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  
CHICAGO HOUSING AUTHORITY FOR  
ACQUISITION OF CERTAIN REAL  
PROPERTY FOR DEVELOPMENT  
OF MIXED-INCOME  
COMMUNITIES.

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

July 31, 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 an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Housing Authority.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT  
WITH WRD ENVIRONMENTAL, INC. FOR CITY-OWNED PROPERTY  
AT 445 NORTH SACRAMENTO BOULEVARD.

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

July 31, 2002.

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

7/31/2002

COMMUNICATIONS, ETC.

90663

LADIES AND GENTLEMEN -- At the request of the Commissioner of Environment, I transmit herewith an ordinance authorizing the execution of a lease agreement with WRD Environmental.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

---

*Referred* -- AUTHORIZATION FOR EXECUTION OF ALL NECESSARY  
AGREEMENTS AND CONTRACTS RELATED TO  
2003 TALL SHIPS EVENTS.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Mayor's Office of Special Events, I transmit herewith an ordinance concerning the 2003 Tall Ships event.

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* -- AMENDMENT NUMBER 1 TO CANAL/CONGRESS  
TAX INCREMENT FINANCING REDEVELOPMENT  
PLAN AND PROJECT.

A communication from Mr. William A. Nyberg, Assistant Corporation Counsel, under the date of July 10, 2002, transmitting proposed Amendment Number 1 to the Canal/Congress Tax Increment Financing Redevelopment Plan and Project, together with the Notice of Change to the Plan and Project, which was *Placed on File*.

---

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

**PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on July 10, 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 July 30, 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 July 10, 2002, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

*Referred -- ZONING RECLASSIFICATIONS  
OF PARTICULAR AREAS.*

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

AC Taylor Place, Inc., in care of RREEF America L.L.C. -- to classify as Residential Planned Development Number 66, as amended, instead of Residential Planned Development Number 66 the area shown on Map Number 2-G bounded by:

West Polk Street; South Laflin Street; the alley next north of and parallel to West Taylor Street; South Garibaldi Place; West Taylor Street; and South Ashland Boulevard.

Mr. Nicholas Brown -- to classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map Number 4-G bounded by:

South Racine Avenue, from a line 125 feet south of and parallel to West 19<sup>th</sup> Street and the alley next east of and parallel to South Racine Avenue, to a line 75 feet south of and parallel to West 19<sup>th</sup> Street.

Burke & Sons Construction, Ltd. -- to classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map Number 16-M bounded by:

West 64<sup>th</sup> Place; South Mobile Avenue; West 65<sup>th</sup> Street; and a line 120.4 feet west of and parallel with South Mobile Avenue.

Ms. Elizabeth Cheung, in care of Mr. James J. Banks -- to classify as a C1-1 Restricted Commercial District instead of a B2-1 Restricted Retail District the area

shown on Map Number 11-L bounded by:

a line 25 feet southeast of West Agatite Avenue; North Milwaukee Avenue; a line 75 feet southeast of West Agatite Avenue; and the public alley next southwest of and parallel to North Milwaukee Avenue.

Ms. Lillie Clark -- to classify as a B4-2 Restricted Service District instead of a B2-2 Restricted Retail District the area shown on Map Number 16-F bounded by:

a line 193 feet north of and parallel with West 71<sup>st</sup> Street; the public alley next east of and parallel with South Halsted Street; a line 93 feet north of and parallel with West 71<sup>st</sup> Street; and South Halsted Street.

Community Services West -- to classify as an R4 General Residence District instead of a B2-2 Restricted Retail District and a C2-2 General Commercial District the area shown on Map Number 2-K bounded by:

West Madison Street; a line 125 feet east of and parallel to South Kilpatrick Avenue; the public alley next south of and parallel to West Madison Street; and South Kilpatrick Avenue.

Dominick's Finer Foods, Inc. -- to classify as a B5-2 General Service District instead of a B4-2 General Service District, a B5-2 General Service District and an R3 General Residence District the area shown on Map Number 1-H bounded by:

West Chicago Avenue; a line 168 feet west of and parallel to North Damen Avenue; West Lee Place; and a line 47 feet east of and parallel to North Hoyne Avenue.

Fairfield/George, L.L.C. -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 7-I bounded by:

a line 48 feet north of and parallel to West George Street; the alley east of and parallel to North Fairfield Avenue; West George Street; and North Fairfield Avenue.

Mr. Zaid Farhan -- to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 9-M bounded by:

a line 59.24 feet west of North Melvina Avenue along West Addison Street; North Melvina Avenue; the public alley next south of and parallel to West Addison Street; and West Addison Street.

Luis and Deborah Flocco, in care of Mr. James J. Banks -- to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map Number 7-J bounded by:

the public alley next north of and parallel to West Wrightwood Avenue; a line 133.18 feet east of and parallel to North Springfield Avenue; West Wrightwood Avenue; and a line 33 feet east of and parallel to North Springfield Avenue.

The Glazier Corporation/Food4Less (co-applicants) -- to classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District and a B4-2 Restricted Service District and further, to classify as a Business Planned Development instead of a B4-2 Restricted Service District the area shown on Map Number 16-H bounded by:

West 71<sup>st</sup> Street; South Ashland Avenue; West 69<sup>th</sup> Street; and South Marshfield Avenue.

Mr. Nick Karitsiotis -- to classify as a B4-2 Restricted Service District instead of an M1-2 Restricted Manufacturing District and an R3 General Residence District the area shown on Map Number 7-H bounded by:

West Diversey Avenue; a line 83.89 feet long commencing 210 feet east of North Elston Avenue and perpendicular to West Diversey Avenue; a line 83.89 feet long southeast of West Diversey Avenue and perpendicular to North Elston Avenue; and North Elston Avenue.

Mr. Bill Kokalias, in care of Mr. James J. Banks -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map Number 2-I bounded by:

West Harrison Street; a line 25 feet west of and parallel to South Campbell Avenue; the public alley next south of and parallel to West Harrison Street; and a line 50 feet west of and parallel to South Campbell Avenue.

Mr. Bill Kokalias, in care of Mr. James J. Banks -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map Number 2-I bounded by:



the public alley next north of and parallel to West Harrison Street; the public alley next east of and parallel to South Denvir Avenue; a line 24 feet south of and parallel to the public alley next north of and parallel to West Harrison Street; and South Denvir Avenue.

Mr. Bill Kokalias, in care of Mr. James J. Banks -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map Number 2-I bounded by:

a line 170 feet north of and parallel to West Harrison Street; the public alley next east of and parallel to South Denvir Avenue; a line 146 feet north of and parallel to West Harrison Street; and South Denvir Avenue.

Robert and Barbara Molaro -- to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 12-N bounded by:

South Nordica Avenue; a line 117 feet south of West 52<sup>nd</sup> Street and parallel to South Nordica Avenue; and a line 140.54 feet west of South Nordica Avenue and parallel to West 52<sup>nd</sup> Street.

Luigi and Cira Mollo -- to classify as a B4-2 Restricted Service District instead of a B3-2 General Retail District the area shown on Map Number 5-N bounded by:

West Grand Avenue; North Neva Avenue; the public alley next southwest of and parallel to West Grand Avenue; a line 102 feet northwest of North Neva Avenue (as measured along the north line of the public alley next south of and parallel to West Grand Avenue to a point 50 feet northwest of North Neva Avenue, as measured along the south line of West Grand Avenue).

North Community Bank -- to classify as a B4-2 Restricted Service District instead of a B2-2 Restricted Retail District the area shown on Map Number 13-H bounded by:

a line 180.68 feet north of and parallel to West Farragut Avenue; the alley next east of and parallel to North Western Avenue; West Farragut Avenue; and North Western Avenue.

North New England, L.L.C. -- to classify as a B4-3 Restricted Service District instead of an M1-1 Restricted Manufacturing District the area shown on Map Number 5-N bounded by:

West North Avenue, from a line 133 feet west of and parallel to North New England Avenue and the alley next north of and parallel to West North Avenue.

Mr. Felipe Pedroza -- to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map Number 4-H bounded by:

West Cullerton Street, from a line 24.60 feet west and parallel to South Hoyne Avenue, to the alley next north of and parallel to West Cullerton Street and the west side of South Hoyne Avenue.

Mr. Tom Plunkett, in care of Mr. James J. Banks -- to classify as a B4-3 Restricted Service District instead of a B4-2 Restricted Service District the area shown on Map Number 11-I bounded by:

West Montrose Avenue; a line 475 feet west of and parallel to North Campbell Avenue; the public alley next south of and parallel to West Montrose Avenue; and a line 575 feet west of and parallel to North Campbell Avenue.

Senior Lifestyles Corporation -- to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District and further, to classify as a Residential Planned Development instead of an R5 General Residence District the area shown on Map Number 6-F bounded by:

a line 85 feet south of and parallel to West 28<sup>th</sup> Street; the public alley next east of and parallel to South Halsted Street; a line from a point 346 feet south of the south right-of-way line of West 28<sup>th</sup> Street as measured along the east right-of-way line of South Halsted Street, to a point 347.5 feet south of the south right-of-way line of West 28<sup>th</sup> Street and 133 feet east of the east right-of-way line of South Halsted Street; and South Halsted Street.

Senior Lifestyle Corporation -- to classify as an R3 General Residence District instead of an M1-1 Restricted Manufacturing District and an M2-2 General Manufacturing District and further, to classify as a Residential Planned Development instead of an R3 General Residence District the area shown on Map Number 16-K bounded by:

that part of the northwest quarter of the southwest quarter of Section 22, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows: (the west line of aforesaid southwest quarter being "due north" for the following courses):

commencing at the northwest corner of aforesaid southwest quarter of Section 22; thence south 89 degrees, 42 minutes, 40 seconds east in the north line of aforesaid southwest quarter, a distance of 120.0 feet to a point; thence south 00 degrees, 17 minutes, 20 seconds west in a line a distance of 58.0 feet to the point of beginning; thence north 63 degrees, 43 minutes, 20 seconds east in a line a distance of 33.54 feet to a point 43.0 feet south of, at right angles, to a point in the aforesaid north line of the southwest quarter that is 150.00 feet east of the aforesaid northwest corner of the southwest quarter; thence south 89 degrees, 42 minutes, 40 seconds east in a line parallel with the aforesaid north line of the southwest quarter, a distance of 315.0 feet; thence south 02 degrees, 27 minutes, 58 seconds west 849.02 feet; thence south 84 degrees, 25 minutes, 00 seconds west, 124.87 feet to a point of tangency with a curved line; thence southwesterly in last mentioned curved line, convex to the south having a radius of 670.00 feet whose chord length is 77.52 feet and bears south 87 degrees, 44 minutes, 00 seconds west, an arc distance of 77.56 feet; thence due north in a line a distance of 55.80 feet to a point; thence due west in a line a distance of 53.55 feet to a point in the easterly line of Cicero Avenue; thence north 1 degree, 22 minutes, 01 seconds west in a line a distance of 333.17 feet to a point that is 165.0 feet east at right angles to a point in said west line of the southwest quarter that is 519.94 feet south of the northwest corner of said southwest quarter; thence north 5 degrees, 36 minutes, 25 seconds west in a line a distance of 463.55 feet to the point of beginning, all in Cook County, Illinois.

Solace Homes, Inc. -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 9-G bounded by:

the south side of West Melrose Street, from a line 126.52 feet east of and parallel to North Lakewood Avenue to Lakewood Avenue, 139.20 feet south of Melrose Street.

Mr. Richard Swallow, in care of Mr. James J. Banks -- to classify as a C2-1 General Commercial District instead of a C1-1 Restricted Commercial District the area shown on Map Number 1-L bounded by:

a line 54.30 feet north of and parallel to West Huron Street; North Cicero Avenue; West Huron Street; and the public alley next west of and parallel to North Cicero Avenue.

Mr. Mark Thomas -- to classify as a C1-2 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 7-I bounded by:

West Fletcher Street; a line 350 feet west of and parallel to North Rockwell Street; the alley next north of and parallel to West Fletcher Street; and the alley next west of and parallel to North Rockwell Street.

Treasured Tours, Inc. -- to classify as a C2-2 General Commercial District instead of an R3 General Residence District and a B4-2 Restricted Service District the area shown on Map Number 20-D bounded by:

East 79<sup>th</sup> Street; South Ellis Avenue; a line 105.39 feet south of and parallel to East 79<sup>th</sup> Street; and the public alley next west of and parallel to South Ellis Avenue.

William Wrigley, Jr. Company -- to classify as a Waterway Manufacturing Planned Development instead of Planned Manufacturing District Number 3 -- Goose Island the area shown on Map Number 3-G bounded by:

the turning basin of the north branch of the Chicago River; North Cherry Avenue; West Blackhawk Street; and the north branch of the Chicago River.

1221 -- 1229 North Paulina, L.L.C. -- to classify as a B4-2 Restricted Service District instead of a B5-2 General Service District the area shown on Map Number 3-H bounded by:

the east side of North Paulina Street, from a point 166 feet north of West Division Street, to a point 306.67 feet north of West Division Street; and the alley next east of and parallel to North Paulina Street, from a point 267.67 feet north of West Division Street, to a point 166 feet north of West Division 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:

Allstate Insurance Company and Ronald Kutrieb, Amica Mutual Insurance Company and Philip M. Nealey, Askew R. Kimberly;

Balzarini Aldo, Bradley Charlotte A., Burzycki Thomas T.;

Carroll Franzina C., Cerdas Henry, Chatt's Towing, Inc./Michael L. Chatlosh, owner, Clemons Latonya, Coleman Douglas L., Coleman Marvin;

Deroche Michelle, agent for The LaSalle Private Residences, Dryden Jannie, Duncan Alexander Gwendolyn;

Enterprise Leasing/Attention: Donna Kluchka, Eugene II Edmond A., Evans Alfonso;

Falor Roberto D., Ferrando James, Flores Carla Y., Fuchs Annette;

Gersten Dana M., Gersten Jeffrey B., Giammarese Cynthia A., Granger Linda D.;

Hamb Patsy E., Hangora Mohammad F., Harper George, Hatten Renay L., Henry Joan M., Hirsch George P., Horist Michael S., Howard Jocelyn;

Kahler Colleen J., Kaiser Jennifer E., Kemper Insurance Company and Robert Olivi;

Labedz Wojciech in care of Stone, Pogrud & Korey Law Offices, Attention: Christopher T. Nowotarski, Landa Joseph A., Lewis-Dunn Angella;

Messmer Duane E., Myers Ozee L.;

Navas de Rentas Nely;

O'Connel Carol J., Orozco Mario A., Orucevic Damir;

Parsa Mahmoud, Perez Elizabeth L., Perry Lee A., Petty William L., Pollard Lois D., Popa Ciprian L., Prosser Sandra;

Raffensberger John P., Rocha Enrique, Rociola John N., Rogers Oneal, Rohan Julia M.;

Salley Reginald W., Salto Cristino, Smith Christopher R., Sotonoff Morris L., State Farm Insurance Company (5) Brian Ibrahim, Matthew S. Rucins, John W. Schafer, Jarvis Stamps and Amy Theer, Synwolt Daniel B.;

Tenbusch Agnes R., Tyler Sadie V.;

Unique Insurance Company (2) Tasha Powell and Thenta M. Ward, Universal Casualty Company and Deshanna Y. Carter, Urban Calverley B.;

Van Pelt Laura A., Villegas Myrna I.;

Wangler Adrienne M., Weber Matthew E., Wells Yolanda, Williams Nikia S.,  
Williams Sun P.;

Xenos Robert D.;

Young Toni P.

---

*Referred --* RECOMMENDATION BY COMMISSION ON CHICAGO  
LANDMARKS FOR DESIGNATION OF ILLINOIS/INDIANA  
STATE BOUNDARY MARKER AS  
CHICAGO LANDMARK.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of July 23, 2002, transmitting the Commission on Landmarks Division recommendation, together with a proposed ordinance, for designation of the Illinois/Indiana state line boundary marker at South Avenue G and East 103<sup>rd</sup> Street as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation.*

---

*Referred --* RECOMMENDATION BY COMMISSION ON CHICAGO  
LANDMARKS FOR DESIGNATION OF SEARS, ROEBUCK  
AND COMPANY ADMINISTRATION BUILDING  
AS CHICAGO LANDMARK.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of July 12, 2002, transmitting the Commission on Landmarks Division recommendation, together with a proposed ordinance, for designation of the Sears, Roebuck and Company Administration Building at 3333 West Arthington Street as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation.*

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL  
SIGN/SIGNBOARD AT 2662 NORTH CICERO AVENUE.*

A communication from Ms. Sheri Biscan, Doyle Signs, Inc., transmitting a proposed order which would authorize the installation of a sign/signboard at 2662 North Cicero Avenue, which was *Referred to the Committee on Buildings.*

---

*Referred -- CORRECTION OF JULY 10, 2002 JOURNAL  
OF THE PROCEEDINGS OF THE CITY COUNCIL.*

A communication from The Honorable James J. Laski, City Clerk, under the date of July 31, 2002, transmitting a proposed correction to the *Journal of the Proceedings of the City Council of the City of Chicago* of July 10, 2002, which was *Referred to the Committee on Committees, Rules and Ethics.*

---

## **REPORTS OF COMMITTEES.**

---

### **COMMITTEE ON FINANCE.**

---

APPOINTMENT OF MR. TARIQ G. MALHANCE  
AS CITY COMPTROLLER.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a communication recommending the appointment of Tariq G. Malhance as City Comptroller, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

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

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Tariq G. Malhance as City Comptroller was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

---

AMENDMENT OF TITLES 2 AND 9 OF MUNICIPAL CODE OF  
CHICAGO CONCERNING VEHICLE IMMOBILIZATION  
AND PARKING TICKET AMNESTY.

The Committee on Finance submitted the following report:



CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a substitute ordinance authorizing amendments to the Municipal Code of the City of Chicago regarding vehicle immobilization and adoption of a parking ticket amnesty program, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 2-14-132 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

## 2-14-132 Impoundment.

(1) Whenever the owner of a vehicle seized and impounded pursuant to Section 3-46-076, 4-68-195, 7-24-225, 7-24-226, 7-28-440, 8-8-060, 8-16-020, 8-20-015, 9-80-220, 9-92-035, 9-112-555, 11-4-1115 or 15-20-270 of this Code requests a preliminary hearing in person and in writing at the department of administrative hearings, within 30 days after the vehicle is seized and impounded, an administrative law officer of the department of administrative hearings shall conduct such preliminary hearing within 48 hours of the request, excluding Saturdays, Sundays and legal holidays, unless the vehicle was seized and impounded pursuant to Section 7-24-225 and the department of police determines that it must retain custody of the vehicle under applicable state or federal forfeiture law. If, after the preliminary hearing, the administrative law officer determines that there is probable cause to believe that the vehicle was used in a violation of this Code for which seizure and impoundment applies, or, if the impoundment is pursuant to Section 9-92-035, that the subject vehicle is eligible for impoundment under that section, the administrative law officer shall order the continued impoundment of the vehicle as provided in this section unless the owner of the vehicle posts with the city as cash bond in the amount of the administrative penalty prescribed for the code violation, plus fees for towing and storing the vehicle. *If the vehicle is also subject to immobilization for unpaid final determinations of parking and/or compliance violations, the owner of the vehicle must also pay the amounts due for all such outstanding violations prior to the release of the vehicle.* If the administrative law officer determines that there is no such probable cause, or, if the impoundment is pursuant to Section 9-92-035, that the subject vehicle has previously been determined not to be eligible for impoundment under that section, the vehicle will be returned without penalty or other fees.

(2) Within ten days after a vehicle is seized and impounded, the department of revenue or other appropriate department shall notify by certified mail the owner of record of his or her right to request a preliminary hearing pursuant to subsection (1) and a full hearing before the department of administrative hearings to challenge whether a violation of this Code for which seizure and impoundment applies has occurred pursuant to this section or, if the impoundment is pursuant to Section 9-92-035, whether the subject vehicle is eligible for impoundment under that section. A copy of the notice shall be forwarded to the department of administrative hearings. The notice shall state the penalties that may be imposed if no hearing is requested, including that a vehicle not released by cash bond and remaining in the city pound may be sold or disposed of by the city in accordance with applicable law. The owner of record seeking a full hearing must file a written request for a full hearing with the department of administrative hearings no later than 30 days after the vehicle was seized and impounded. The date of the full hearing must be no more than 30 days after a request for a full hearing has been filed. If, after the full hearing, the administrative law officer determines by a

preponderance of the evidence that the vehicle was used in the violation, or, if the impoundment is pursuant to Section 9-92-035, that the subject vehicle was properly impounded under that section, the administrative law officer shall enter an order finding the owner of record liable to the city for the amount of the administrative penalty prescribed for the violation, plus towing and storage fees. If, after a full hearing, the administrative law officer does not determine by a preponderance of the evidence that the vehicle was used in such a violation, or, if the impoundment is pursuant to Section 9-92-035, that the subject vehicle was not eligible for impoundment under that section, the administrative law officer shall enter an order finding for the owner and for the return of the vehicle or cash bond; provided that if the vehicle was seized and impounded pursuant to Section 7-24-225, the vehicle shall not be returned unless and until the city receives notice from the appropriate state, or where applicable, federal officials that (i) forfeiture proceedings will not be instituted; or (ii) forfeiture proceedings have concluded and there is a settlement or a court order providing that the vehicle shall be returned to the owner of record. If the owner of record requests a full hearing but fails to appear at the full hearing or fails to request a full hearing in a timely manner, the owner of record shall be deemed to have waived his or her right to a full hearing and an administrative law officer of the department of administrative hearings shall enter a default order in favor of the city in the amount of the administrative penalty prescribed for the violation, plus towing and storage fees.

(3) An administrative penalty, plus towing and storage fees, imposed pursuant to this section shall constitute a debt due and owing to the city which may be enforced pursuant to Section 2-14-103 or in any other manner provided by law. Any cash bond posted pursuant to this section shall be applied to the penalty. Except as provided otherwise in this section, a vehicle shall continue to be impounded until (1) the administrative penalty, plus any applicable towing and storage fees, *plus all amounts due for outstanding final determinations of parking and/or compliance violations (if the vehicle is also subject to immobilization for unpaid final determinations of parking and/or compliance violations)*, is paid to the city, in which case possession of the vehicle shall be given to the person who is legally entitled to possess the vehicle; or (2) the vehicle is sold or otherwise disposed of to satisfy a judgment or enforce a lien as provided by law. Notwithstanding any other provision of this section, whenever a person with a lien of record against a vehicle impounded under this section has commenced foreclosure proceedings, possession of the vehicle shall be given to that person if he or she agrees in writing to refund to the city the net proceeds of any foreclosure sale, less any amounts necessary to pay all lien holders of record, up to the total amount of penalties and fees imposed under this section. Notwithstanding any other provision of this section, no vehicle that was seized and impounded pursuant to Section 7-24-225 shall be returned to the record owner unless and until the city has received notice from the appropriate state, or where applicable, federal officials that (i) forfeiture proceedings will not be instituted; or (ii) forfeiture

proceedings have concluded and there is a settlement or a court order providing that the vehicle shall be returned to the owner of record.

(4) Any motor vehicle that is not reclaimed within 30 days after the expiration of the time during which the owner of record may seek judicial review of the city's action under this section, or, if judicial review is sought, the time at which a final judgment is rendered in favor of the city, or the time a final administrative decision is rendered against any owner of record who is in default may be disposed of as an unclaimed vehicle as provided by law; provided that, if the vehicle was seized and impounded pursuant to Section 7-24-225 and proceedings have been instituted under state or federal drug asset forfeiture laws, the vehicle may not be disposed of by the city except as consistent with those proceedings.

(5) As used in this section, the "owner of record" of a vehicle means the record title holder and includes, for purposes of enforcing Section 3-46-076, the "license holder of a ground transportation vehicle" as that term is defined in Chapter 3-46.

(6) Fees for towing and storage of a vehicle under this section shall be the same as those charged pursuant to Chapter 9-92 of this Code.

(7) In a hearing on the propriety of impoundment under Section 7-24-226, any sworn or affirmed report, including a report prepared in compliance with Section 11-501.1 of the Illinois Vehicle Code, that (a) is prepared in the performance of a law enforcement officer's duties and (b) sufficiently describes the circumstances leading to the impoundment, shall be admissible evidence of the vehicle owner's liability under Section 7-24-226 of this Code, and shall support a finding of the vehicle owner's liability under Section 7-24-226, unless rebutted by clear and convincing evidence.

SECTION 2. Section 9-100-100 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and inserting the language in *italics*, as follows:

9-100-100 Notice Of Final Determination.

(a) If any fine or penalty is owing and unpaid after a determination of liability under this chapter has become final and the respondent has exhausted or failed to exhaust judicial procedures for review, the city traffic compliance administrator shall cause a notice of final determination of liability to be sent to the respondent in accordance with Section 9-100-050(f).

(b) Any fine and penalty, if applicable, remaining unpaid after the notice of final determination of liability is sent shall constitute a debt due and owing the city which may be enforced in the manner set forth in Section 2-14-103 of this Code. Failure of the respondent to pay such fine or penalty within 14 days of the date

of the notice may result in applicable: (1) the immobilization of the person's vehicle for failure to pay fines or penalties for [five] *three* or more parking or compliance violations and (2) the suspension of the person's driver's license for failure to pay fines or penalties for ten or more parking violations.

(c) The city shall withdraw a violation notice, following reasonable collection efforts, when such notice was issued to a scale registered owner who is deceased at the time collection efforts are undertaken.

SECTION 3. Section 9-100-120 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

9-100-120 Immobilization Program.

(a) The city traffic compliance administrator is hereby authorized to direct and supervise a program of vehicle immobilization for the purpose of enforcing the parking and compliance ordinances of the traffic code. The program of vehicle immobilization shall provide for immobilizing any eligible vehicle located on the public way or any city-owned property by placement of a restraint in such a manner as to prevent its operation or if the eligible vehicle is parked or left in violation of any provision of the traffic code for which such vehicle is subject to an immediate tow pursuant to Section 9-92-030, or in any place where it constitutes an obstruction or hazard, or where it impedes city workers during such operations as snow removal, the city traffic compliance administrator may cause the eligible vehicle to be towed to a city vehicle pound or relocated to a legal parking place and there restrained.

(b) When the registered owner of a vehicle has accumulated [five] *three* or more final determinations of parking violation or compliance liability, in any combination, for which the fines and penalties, if applicable, have not been paid in full, the city traffic compliance administrator shall cause a notice of impending vehicle immobilization to be sent, in accordance with Section 9-100-050(f). The notice of impending vehicle immobilization shall state the name and address of the registered owner, the state registration number of the vehicle or vehicles registered to such owner, and the serial numbers of parking and/or compliance violation notices which have resulted in final determination of liability for which the fines or penalties remain unpaid. Failure to pay the fines and penalties owed within 21 days from the date of the notice will result in the inclusion of the state registration number of the vehicle or vehicles of such owner on an immobilization list. A person may challenge the validity of the notice of impending vehicle immobilization by requesting a hearing and appearing in person to submit evidence which would conclusively disprove liability within 21 days of the date of the notice. Documentary evidence which would conclusively disprove liability

shall be based on the following grounds:

(1) that all fines and penalties for the violations cited in the notice have been paid in full; or

(2) that the registered owner has not accumulated [five] *three* or more final determinations of parking or compliance violation liability which were unpaid at the time the notice of impending vehicle immobilization was issued.

(c) Upon immobilization of an eligible vehicle, a notice shall be affixed to the vehicle in a conspicuous place. Such notice shall warn that the vehicle is immobilized and that any attempt to move the vehicle may result in its damage. The notice shall also state that the unauthorized removal of or damage to the immobilizing restraint is a violation of Sections 16-1 and 21-1 of the Illinois Criminal Code. The notice shall also provide information specifying how release of the immobilizing restraint may be had, and how the registered owner may obtain an immobilization hearing. If the restraint has not been released within 24 hours of its placement, the restraint shall be released and the vehicle towed and impounded.

(d) The owner of an immobilized vehicle or other authorized person may secure the release of the vehicle by paying the immobilization, towing and storage fees provided in subsection (g) herein, and all *amounts, including any* fines and penalties remaining due on each final determination for liability issued to such person.

(e) The owner of an immobilized vehicle shall have the right to a hearing to determine whether the immobilization or any subsequent towing was erroneous, if the owner files a written request for a hearing with the city traffic compliance administrator within 15 days after immobilization or 15 days of the date of the notice sent pursuant to subsection (f) herein, whichever is later. Hearings requested pursuant to this subsection shall be conducted by an administrative law officer upon receipt of a written request for a hearing. The determination of the administrative law officer regarding the validity of the immobilization shall become final for the purpose of judicial review under the Administrative Review Law of Illinois upon issuance.

(f) Within ten days after a vehicle has been impounded, a notice of impoundment shall be sent by certified mail, return receipt requested, to the address of the registered owner as listed with the Secretary of State. The notice shall state that the owner has the right to request a post-immobilization and post-towing hearing as provided in subsection (e) herein, and that if the vehicle is not claimed within 15 days from the date of the notice, the vehicle may be sold or otherwise disposed of in accordance with Section 4-208 of the Illinois Vehicle

Code.

(g) The fee for immobilization shall be \$400.00 for a truck tractor, semi-trailer or trailer, and \$60.00 for any other type of vehicle, and the fee for towing subsequent to immobilization shall be as set forth in Section 9-92-080(b), provided that no fees shall be assessed for any immobilization or tow which has been determined to be erroneous.

(h) It shall be unlawful to disable or damage any vehicle immobilization device, or to relocate or tow any vehicle restrained by an immobilization device without the approval of the city traffic compliance administrator. The registered owner of the immobilized vehicle and any person who relocates an immobilized vehicle or disables or damages an immobilization device in violation of this subsection shall each be subject to a penalty of \$1,000.00 for such violation for a truck tractor, semitrailer or trailer, and \$750.00 for such violation for any other type of vehicle. As to the registered owner, the offenses described in this subsection (h) shall be strict liability offenses.

SECTION 4. Section 9-92-080 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

9-92-080 Release Procedure For Impounded Vehicles.

- (a) (1) The owner or other person entitled to possession of a vehicle impounded pursuant to Section 9-92-030 may obtain immediate release of the vehicle by paying the full amount of the applicable towing and storage fees, as provided in subsection (b), *plus all amounts due for outstanding final determinations of parking and/or compliance violations (if the vehicle is also subject to immobilization for unpaid final determinations of parking and/or compliance violations)*. Regardless of whether the owner or other person entitled to possession obtains immediate release of the vehicle through making full payment, such person may request a hearing be held within 24 hours, excluding Saturdays, Sundays and legal holidays. The hearing referred to in this subsection shall determine the validity of the impounding of the vehicle and any towing or storage fees imposed.

(2) In the event that the owner or other person entitled to possession of a vehicle impounded pursuant to Section 9-92-030 does not request a hearing as provided for in Subsection (a)(1) of this section, such person may request a hearing to be held within 15 days of the request. Such request for hearing must be received by the city within 15 days of the provision of the notice set forth in Section 9-92-070. The hearing referred

to in this subsection shall determine the validity of the impounding of the vehicle and any towing or storage fees imposed.

(b) The owner or other person entitled to possession of a vehicle lawfully impounded pursuant to Section 9-92-030 or Section 9-100-120 shall pay a fee of \$150.00, or \$250.00 if the vehicle has a gross weight of 8,000 pounds or more, to cover the cost of the towing and a fee of \$10.00 per day for the first five days and \$35.00 per day thereafter, or \$60.00 per day for the first five days and \$100.00 per day thereafter if the vehicle has a gross weight of 8,000 pounds or more, to cover the cost of storage, provided that no fees shall be assessed for any tow or storage with respect to a tow which has been determined to be erroneous.

(c) [If the state registration number of the impounded vehicle is included on the immobilization list maintained pursuant to Section 9-100-120, i] In addition to paying the applicable towing and storage fees provided in subsection (b) of this section, the owner or other person entitled to possession of a lawfully impounded vehicle shall also pay all fines and penalties remaining due on each final determination of parking violation liability issued to such person prior to the release of the impounded vehicle, *plus all amounts due for outstanding final determinations of parking and/or compliance violations (if the vehicle is also subject to immobilization for unpaid final determinations of parking and/or compliance violations).*

(d) A lienholder asserting its right to possession of an impounded vehicle pursuant to its conditional sales agreement may obtain immediate release of such vehicle by paying the applicable towing and storage fees provided in subsection (b) of this section and submitting a photocopy of the conditional sales agreement and title certificate, an affidavit stating that the purchaser is in default of the agreement and an indemnification certificate executed by an authorized agent of the lienholder. The requirements of subsection (c) of this section shall not apply to a lienholder asserting its right to possession of an impounded vehicle as provided herein.

SECTION 5. Beginning September 3, 2002, any person who owes the City \$5,000 or less in unpaid fines and penalties for any final determinations of parking and/or compliance violations and pays to the City the amounts remaining due on any or all final determinations of liability on or before October 4, 2002 shall not be required to pay more than the original amount of the fine relating to any final determination on any violation which occurred prior to January 1, 2000. In such a situation, the Director of Revenue is authorized and directed to waive any amount above the original fines relating to violations which occurred prior to January 1, 2000.



SECTION 6. Section 5 of this ordinance shall take effect on September 1, 2002. The remaining portions of this ordinance shall take effect on October 5, 2002.

---

AUTHORIZATION FOR ISSUANCE, SALE AND DELIVERY OF MULTI-FAMILY HOUSING REVENUE BONDS FOR BENEFIT OF KING PRESERVATION LIMITED PARTNERSHIP FOR CONSTRUCTION OF MULTI-FAMILY AFFORDABLE HOUSING AT 5035 SOUTH DR. MARTIN LUTHER KING, JR. DRIVE.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 Multi-Family Housing Revenue Bonds for the benefit of King Preservation Limited Partnership, amount of bonds not to exceed \$5,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Alderman Edward M. 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 46.

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

WHEREAS, By this ordinance, the City Council of the City (the "City Council") has determined that it is necessary and in the best interests of the City to provide financing to King Preservation, L.P. (the "Borrower"), an Illinois limited partnership, the general partners of which (the "General Partners") are Chicago Community Development Corporation, an Illinois corporation, and King Preservation of Illinois, L.L.C., an Illinois limited liability company the sole member of which is the National Housing Trust -- Enterprise Preservation Corporation, a not-for-profit corporation organized under the laws of the District of Columbia, to pay a portion of the costs of acquiring, rehabilitating and equipping the 51<sup>st</sup> and King Drive Apartments (the "Development"), a multi-family housing development consisting of approximately ninety-six (96) units located generally at 5035 South Dr. Martin Luther King, Jr. Drive, and bounded on the west by South Dr. Martin Luther King, Jr. Drive, on the south by East 51<sup>st</sup> Street, on the east by South Washington Park Court and on the north by East 50<sup>th</sup> Street within the City of Chicago, Illinois, by issuing a series of tax-exempt revenue bonds and using the proceeds of the sale thereof to purchase fully modified mortgage-backed securities which are guaranteed as to timely payment by the Government National Mortgage Association ("G.N.M.A."), the payment of principal of and interest on which corresponds to payments on a mortgage loan to be made from the City to the Borrower which mortgage loan is insured by the Federal Housing Administration ("F.H.A."); and

WHEREAS, By this ordinance, the City Council has determined that it is necessary and in the best interests of the City to borrow money for the purposes set forth above and in evidence of its limited, special obligation to repay that borrowing, to issue its Multi-Family Housing Revenue Bonds (51<sup>st</sup> and King Drive Apartments), Series 2002 (F.H.A. Insured/G.N.M.A.) (the "Bonds"), as provided in this ordinance; and

WHEREAS, In connection with the issuance of the Bonds, the City Council has determined by this ordinance that it is necessary and in the best interests of the City to enter into (i) a Trust Indenture (the "Indenture") between the City and a trustee to be selected by the Chief Financial Officer of the City (the "Trustee"), providing for the security for and terms and conditions of the Bonds to be issued, (ii) a Financing Agreement (the "Financing Agreement") among the City, the Borrower and the Trustee providing for the use of the proceeds of the Bonds to purchase fully modified mortgage backed securities guaranteed by G.N.M.A. from Midland Loan Services, Inc., a Delaware corporation, or another entity acceptable to the City (the "Lender"), and the corresponding making of a mortgage loan by the Lender to the Borrower backing those securities and insured by the F.H.A., all for the purposes described above, (iii) a Bond Purchase Agreement (the "Purchase Agreement") among the City, the Borrower and the Underwriters (as defined below), providing for the sale of the Bonds and the preparation and circulation of a preliminary official statement for the Bonds (the "Preliminary Official Statement") and an official statement for the Bonds (the "Official Statement"), (iv) an Arbitrage Compliance Agreement (the "Arbitrage Agreement") among the City, the Trustee and the Borrower, and (v) a Regulatory Agreement among the City, the Borrower and the Trustee (the "Regulatory Agreement"); and

WHEREAS, It is anticipated that the Borrower will receive certain Section 8 rental subsidy program assistance in connection with the Development through the United States Department of Housing and Urban Development ("H.U.D."), and that a portion of the debt service on the loan made by the Lender to the Borrower in connection with the Bonds will be financed through Interest Reduction Program payments made available to the Borrower in connection with the Development by H.U.D.; and

WHEREAS, The City's Department of Housing ("D.O.H.") has preliminarily reviewed and approved the Borrower's plan of financing for the Development as set forth in Exhibit A-1 attached hereto and made a part hereof; now, therefore,

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

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

SECTION 2. Findings And Determinations. The City Council hereby finds and determines that the delegations of authority that are contained in this ordinance, including the authority to make the specific determinations described herein, are necessary and desirable because the City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Mayor or the Chief Financial Officer to determine to sell the Bonds and on such terms as and to the extent such officers determine that such sale or sales is desirable and in the best financial interest of the City. As used in this ordinance, the term "Chief Financial Officer" means the Chief Financial Officer of the City appointed by the Mayor of the City or, if there is no such officer then holding said office, the City Comptroller.

SECTION 3. Authorization Of Bonds. The issuance of the Bonds in an aggregate principal amount of not to exceed Five Million Five Hundred Thousand Dollars (\$5,500,000) is hereby authorized. The aggregate principal amount of the Bonds to be issued shall be as set forth in the related notification of sale referred to below.

The Bonds shall contain a provision that they are issued under authority of this ordinance. The Bonds shall not mature later than December 1, 2046. The Bonds shall bear interest at a rate not to exceed ten percent (10%), payable on the interest payment date(s) as set forth in the Indenture and in the related notification of sale. The Bonds shall be dated, shall be subject to redemption prior to maturity, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Indenture, the form of the Bonds therein and the related notification of sale.

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

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

The Mayor and the Chief Financial Officer are each hereby authorized to act as an authorized officer (each an "Authorized Officer") of the City for the purposes provided in the Indenture.

The Mayor or the Chief Financial Officer are each hereby authorized to execute and deliver the Financing Agreement on behalf of the City, such Financing Agreement to be in substantially the form attached hereto as Exhibit C and made a part hereof and hereby approved with such changes therein as shall be approved

by the Mayor or the Chief Financial Officer executing the same, with such execution to constitute conclusive evidence of their approval and the City Council's approval of any changes or revisions from the form of the Financing Agreement attached to this ordinance.

The Mayor and the Chief Financial Officer are each hereby authorized to execute and deliver the Regulatory Agreement on behalf of the City, such Regulatory Agreement to be in substantially the form attached hereto as Exhibit D and made a part hereof and hereby approved with such changes therein as shall be approved by the Mayor or the Chief Financial Officer executing the same, with such execution to constitute conclusive evidence of their approval of any changes or revisions from the form of the Regulatory Agreement attached to this ordinance.

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

**SECTION 4. Security For The Bonds.** The Bonds shall be limited obligations of the City, payable solely from all right, title and interest of the City in the G.N.M.A. mortgage backed securities purchased pursuant to the Financing Agreement, all right, title and interest of the City (other than certain reserved rights of the City as described in the Indenture) in the Financing Agreement, the proceeds of the Bonds and income from the temporary investment thereof, as provided in the Indenture. In order to secure the payment of the principal of, premium, if any, and interest on the Bonds, such rights, proceeds and investment income are hereby pledged to the extent and for the purposes as provided in the Indenture and are hereby appropriated for the purposes set forth in the Indenture. Nothing contained in this ordinance shall limit or restrict the subordination of the pledge of such rights, proceeds and investment income as set forth in the Indenture to the payment of any other obligations of the City enjoying a lien or claim on such rights, proceeds and investment income as of the date of issuance of the Bonds, all as shall be determined by the Chief Financial Officer at the time of the sale of the Bonds. The Indenture shall set forth such covenants with respect to the application of such rights, proceeds and investment income as shall be deemed necessary by the Chief Financial Officer in connection with the sale of the Bonds.

SECTION 5. Sale And Delivery Of Bonds. The Bonds shall be sold and delivered to, or upon the direction of, one (1) or more underwriters (the "Underwriters") to be selected by the Chief Financial Officer, subject to the terms and conditions of the Purchase Agreement. The Chief Financial Officer is authorized to execute and deliver on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, the Purchase Agreement in substantially the form of bond purchase agreements used in previous sales of bonds pursuant to programs similar to the Bonds, with appropriate revisions to reflect the terms and provisions of the Bonds, and with such other revisions in text as the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The execution of the Purchase Agreement by the Chief Financial Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in the Purchase Agreement. The distribution of the Preliminary Official Statement and the Official Statement to prospective purchasers of the Bonds and the use thereof by the Underwriters in connection with the offering and sale of the Bonds are hereby authorized, provided that the City shall not be responsible for the content of the Preliminary Official Statement or the Official Statement except as specifically provided in the Purchase Agreement executed by the Chief Financial Officer. The compensation paid to the Underwriters in connection with the sale of the Bonds shall not exceed three percent (3%) of their aggregate principal amount. In connection with the offer and delivery of the Bonds, the Chief Financial Officer, and such other officers of the City as may be necessary, are authorized to execute and deliver such instruments and documents as may be necessary to implement the transaction and to effect the issuance and delivery of the Bonds. Any limitation on the amount of Bonds issued pursuant to this ordinance as set forth herein shall be exclusive of any original issue discount or premium.

SECTION 6. Notification Of Sale. Subsequent to the sale of the Bonds the Chief Financial Officer shall file in the Office of the City Clerk a notification of sale for the Bonds directed to the City Council setting forth (i) the aggregate original principal amount of, maturity schedule and redemption provisions for the Bonds sold, (ii) the identity of the Trustee, (iii) the interest rates on the Bonds, (iv) the identity of any Underwriters and (v) the compensation paid to the Underwriters in connection with such sale. There shall be attached to such notification the final form of the Indenture.

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

SECTION 8. Declaration Of Official Intent. A portion of the cost of the acquisition, rehabilitation and equipping of the Development which the City intends

to finance with the proceeds of the Bonds may be paid from available monies of the Borrower prior to the date of this ordinance. It is the intention of the City to utilize a portion of the proceeds of the Bonds to reimburse such expenditures (if any) which have been or will be made for those costs, to the extent allowed by the Code. It is necessary and in the best interests of the City to declare its official intent under Section 1.150-2 of the Treasury Regulations promulgated under the Code so to utilize those Bond proceeds.

SECTION 9. Additional Authorization. The Mayor, the Chief Financial Officer, the City Comptroller, the City Treasurer, the Commissioner of D.O.H. (the "Commissioner"), the City Clerk and the Deputy City Clerk are each hereby authorized to execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Bonds, including, but not limited to, the exercise following the delivery date of the Bonds of any power or authority delegated to such official under this ordinance with respect to the Bonds upon original issuance, but subject to any limitations on or restrictions of such power or authority as herein set forth.

SECTION 10. Proxies. The Mayor and the Chief Financial Officer may each designate another to act as their respective proxy and to affix their respective signatures to 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 or the 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 a *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 in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Chief Financial Officer in person.

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

SECTION 12. Separability. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 13. Administrative Fees. D.O.H. is hereby authorized to charge an administrative fee or fees in connection with the issuance of the Bonds, which shall be collected under such terms and conditions as determined by the Commissioner and which shall be in an amount as determined by the Commissioner but not to exceed the maximum amount permitted under the Section 148 of the Code to avoid characterization of the Bonds as "arbitrage bonds" as defined in such Section 148. Such administrative fee or fees shall be used by D.O.H. for administrative expenses and other housing activities.

SECTION 14. Fee Waivers, Et Cetera. In connection with the issuance of the Bonds by the City for the benefit of the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Development and as more fully described in Exhibit A-2 attached hereto. The Development shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the "Municipal Code").

SECTION 15. Inconsistent Provisions. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 16. No Impairment. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance or to impair the rights of the owners of the Bonds to receive payment of the principal of, premium, if any, or interest on the Bonds or to impair the security for the Bonds; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision under the Municipal Code.

SECTION 17. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

Exhibits "A-1", "A-2", "B", "C" and "D" referred to in this ordinance read as follows:



*Exhibit "A-1".*  
(To Ordinance)

*Additional Financing.*

1.       Source:       To be derived from the syndication by the General Partner of approximately \$284,813 in Low-Income Housing Tax Credits.  
  
          Proceeds:    Approximately \$2,236,126.
2.       Source:       From proceeds received from LaSalle Bank National Association, or another entity acceptable to the Commissioner, through the Federal Home Loan Bank of Chicago's Affordable Housing Program.  
  
          Amount:      \$500,000.
3.       Source:       Illinois Development Housing Authority, or another entity acceptable to the Commissioner.  
  
          Amount:      \$750,000.  
  
          Term:        Not to exceed 42 years.  
  
          Interest:     1% per annum.  
  
          Security:     Second mortgage on the Development.
4.       Source:       General Partners.  
  
          Amount:      \$100.

*Exhibit "A-2".*  
(To Ordinance)

*Fee Waivers.*

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

Cut and Seal Fees.

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

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

*Exhibit "B".*  
(To Ordinance)

*Trust Indenture*

*Between*

*City Of Chicago, Cook County, Illinois*

*And*

*[Trustee],*

*As Trustee*

*With Respect To*

\$\_\_\_\_\_ *Multi-Family Housing Revenue Bonds*  
*(51<sup>st</sup> And King Drive Apartments)*  
*Series 2002 (F.H.A. Insured/G.N.M.A.)*

*Dated As Of \_\_\_\_\_, 1 2002.*

This Trust Indenture, dated as of \_\_\_\_\_ 1, 2002, between the City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), and [Trustee], a national banking association duly organized, validly existing and authorized to accept the duties and obligations set out by virtue of the laws of the United States of America and having its principal corporate trust office located in the City of Chicago, Illinois, as Trustee (such trustee or any of its successors in trust being the "Trustee").

*Recitals.*

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

Whereas, The Issuer has determined to issue, sell and deliver \$\_\_\_\_\_ aggregate principal amount of Multi-Family Housing Revenue Bonds (51<sup>st</sup> and King Drive Apartments), Series 2002 (F.H.A. Insured/G.N.M.A.) (the "Bonds"), as provided herein for the purpose of financing the Mortgage Loan (as herein defined) and H.U.D. (as herein defined) has issued its Firm Commitment dated \_\_\_\_\_, 2002, to provide mortgage insurance; and

Whereas, Midland Loan Services, Inc. (the "G.N.M.A. Issuer") has agreed (a) to make a F.H.A.-insured mortgage loan in the amount of \$\_\_\_\_\_ (the "Mortgage Loan") to King Preservation, L.P., an Illinois limited partnership (the "Borrower"), and (b) to issue fully modified mortgage-backed securities that are guaranteed as

to timely payment by the Governmental National Mortgage Association (the "G.N.M.A. Security"); and

Whereas, All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal limited obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts assigned and pledged to the payment of the principal of, premium, if any, and interest on the Bonds and a valid assignment and pledge of the right, title and interest of the Issuer in and to the G.N.M.A. Security and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

Now, Therefore, The Issuer, 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 Holders thereof, 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 and the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, has executed and delivered this Indenture and does hereby bargain, sell, convey, pledge, assign and grant a security interest unto the Trustee in and to the following, subject only to the provisions of this Indenture permitting the application thereof or to the purposes and on the terms and conditions set forth herein (said property being herein referred to as the "Trust Estate"), to wit:

*Granting Clauses.*

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

A. All right, title and interest of the Issuer in and to the G.N.M.A. Security, including all extensions and renewals of the term thereof, if any, including but without limiting the generality of the foregoing, the present and the continuing right to make claim for, collect, receive and receipt for any and all amounts due and payable under the G.N.M.A. Security, to bring actions and proceedings under the G.N.M.A. Security or for the enforcement thereof and to do any and all things that the owner of the G.N.M.A. Security is or may be entitled to do, and all payments with respect to the G.N.M.A. Security and any interest, profits and other income derived from the investment thereof; and

B. All right, title and interest of the Issuer in and to any and all funds, monies and securities from time to time held under this Indenture by the Trustee in the

Bond Fund, the Project Fund and the Reserve Fund, including, without limitation, the proceeds of any Bonds deposited in such funds, any investments of said funds, moneys or proceeds and any interest, profits and other income derived from any investment thereof; and

C. All right, title and interest of the Issuer in and to the Financing Agreement, including all extensions and renewals of the term thereof, if any, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any income, revenues, issues and profits and other sums of money payable by the Borrower or receivable by the Issuer under the Financing Agreement, whether payable pursuant to the Financing Agreement, to bring actions and proceedings under the Financing Agreement or for the enforcement thereof, and to do any and all things which the Issuer is or may become entitled to do under the Financing Agreement, and all payments with respect to the Financing Agreement and any interest, profits, and other income derived from the investment thereof, but excluding and reserving, however, the rights of the Issuer, (a) to receive or inspect documentation, to make such other inspections as described in Section 4.2 of the Financing Agreement, and to give and receive notices under the Financing Agreement and this Indenture, (b) to execute and deliver (subject to the provisions of the Financing Agreement and this Indenture), or to decline to execute and deliver, supplements or amendments to the Financing Agreement or this Indenture and (c) to be held harmless, to be paid and reimbursed for its expenses and to be indemnified under Section 4.6 of the Financing Agreement, and to enforce such rights in its own name and for its own account and in its sole discretion to waive the same (collectively, the "Reserved Rights");

Provided, However, and notwithstanding the foregoing, the Trust Estate shall not include the Rebate Fund or any monies or investments required to be deposited in the Rebate Fund;

To Have And To Hold all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trust and to them and their assigns forever;

Provided, However, that if the Issuer or its successors or assigns shall pay or cause to be paid to the Holders of the Bonds the principal, interest and premium, if any, to become due thereon at the times and in the manner provided in Article IX hereof and if the Issuer shall keep, perform and observe, or cause to be kept, performed and observed, all its covenants, warranties and agreements contained herein, this Indenture and the estate and rights hereby granted shall, at the option of the Issuer, cease and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy the lien hereof, and reconvey to the Issuer any property at the time subject to the lien of this Indenture which

may then be in its possession, except funds held by the Trustee for the payment of interest on, premium, if any, and principal of the Bonds; otherwise this Indenture shall be and remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

*Article I.*

*Definitions.*

Section 101. Definitions.

The terms defined in this Section 101 or in the recitals hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 101 or in the recitals hereto.

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

“Affiliated Party” means a limited or general partner or member of the borrower, a person whose relationship with the borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code, or a person who, together with the borrower, is a member of the same controlled group of corporations (as defined in Section 1563 (a) of the Code, except that “more than fifty percent (50%)” shall be substituted for “at least eighty percent (80%)” each place it appears therein).

“Arbitrage Compliance Agreement” means the Arbitrage Compliance Agreement dated as of \_\_\_\_\_ 1, 2002, among the borrower, the issuer and the trustee.

“Authorized Denomination” means Five Thousand Dollars (\$5,000) or any integral multiple thereof.

“Authorized Issuer Representative” means any person or persons specifically authorized by ordinance to take the action intended, and, if there is no such specific authorization, shall mean the Mayor or the Chief Financial Officer of the issuer.

“Authorized Borrower Representative” means a managing general partner and any other authorized representative of the borrower.

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

"Bond Fund" means the bond fund created in Section 401 hereof.

"Bond Register" has the meaning as set forth in Section 209 hereof.

"Bonds" means the Issuer's Multi-Family Housing Revenue Bonds (51<sup>st</sup> and King Drive Apartments), Series 2002 (F.H.A. Insured/G.N.M.A.) in the aggregate principal amount of \$\_\_\_\_\_ issued under and secured by this indenture.

"Borrower" means King Preservation, L.P., a limited partnership organized under the laws of the State of Illinois, and its successors and assigns.

"Building Loan Agreement" means the building loan agreement between the Borrower and the G.N.M.A. issuer.

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

"Certificate of the Issuer", "Statement of the Issuer", "Request of the Issuer" and "Requisition of the Issuer" mean, respectively, a written certificate, statement, request or requisition, with or without the seal of the issuer, signed in the name of the issuer by an Authorized Issuer Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation and the two (2) so more so combined shall be read and construed as a single instrument.

"C.L.C." means a construction loan certificate maturing on the C.L.C. maturity date that is a G.N.M.A. security which represents an amount advanced by the G.N.M.A. issuer to the Borrower and which bears interest at the pass-through rate.

"C.L.C. Maturity Date" means \_\_\_\_\_ 15, 200\_, or such later date as may be permitted by the provisions of Section 403(c) hereof

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



"Commencement of Amortization" means \_\_\_\_\_ 1, 200\_\_, the date on which the Borrower will begin to repay principal of the mortgage loan, except as such date may be extended (i) in accordance with the provisions of Section 403(c) hereof and (ii) with the approval of H.U.D.

"Commitment" means that certain Section 221(d)(4) Commitment for Insurance of Advances and any amendments thereto, dated \_\_\_\_\_, 2002, as amended, from H.U.D. and which has been assigned to the G.N.M.A. issuer.

"Completion Date" means the date of the completion of the acquisition, rehabilitation and equipping of the project, as that date shall be certified as provided in Section 4.8 of the financing agreement and which date is at least sixty (60) days prior to the C.L.C. Maturity Date, including any extensions of the C.L.C. Maturity Date pursuant to Section 403(c) hereof.

"Compliance Certificate" means a Certificate of Continuing Program Compliance in the form attached as an exhibit to the regulatory agreement of an Authorized Borrower Representative to the effect that, as of the date of such certificate, the Borrower is in compliance with all requirements of the regulatory agreement.

"Continuing Disclosure Agreement" means the continuing disclosure agreement, dated the date of issuance of the Bonds, between the Borrower and the Trustee, as dissemination agent.

"Costs of Issuance" means all items of expense payable or reimbursable directly or indirectly by the Borrower and related to the authorization, sale and issuance of the Bonds, including but not limited to expenses of printing, reproducing documents, filing and recording, costs incurred in arranging for the acquisition of the G.N.M.A. security, initial fees and charges of the Trustee, legal and other professional services and consultation, credit ratings, execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with any of the foregoing.

"Event of Default" means any of those events specified in and defined by the applicable provisions of Article VI hereof to constitute an event of default.

"F.D.I.C." means the Federal Deposit Insurance Corporation, or its successor.

"F.H.A." means the Federal Housing Administration, an organizational unit within H.U.D., and may refer to the commissioner thereof, any authorized representative thereof or the successor thereof.

"F.H.A. Insurance" means the mortgage insurance for the mortgage loan by F.H.A. under the provisions of Section 221(d)(4) of the National Housing Act and the regulations promulgated thereunder.

"Final Advance" means the final advance of the mortgage loan proceeds to the Borrower upon final endorsement.

"Final Endorsement" means the date on which the mortgage note is finally endorsed for mortgage insurance by F.H.A., following completion of the project and compliance with the terms and conditions of the Commitment.

"Financing Agreement" means the financing agreement dated as of the date hereof among the issuer, the Borrower and the Trustee.

"General Partners" means, (i) King Preservation of Illinois, L.L.C., an Illinois limited liability company, the sole member of which is National Housing Trust -- Enterprise Preservation Corporation, a District of Columbia not-for-profit corporation, and (ii) Chicago Community Development Corporation, an Illinois not-for-profit corporation, and their successors and assigns.

"G.N.M.A." means the Government National Mortgage Association, and its successors and assigns.

"G.N.M.A. Guaranty Agreement" means the G.N.M.A. guaranty agreement between G.N.M.A. and the G.N.M.A. issuer, together with all supplements thereto.

"G.N.M.A. Guaranty Fee" means an annual amount equal to one-quarter percent (.25%) of the unpaid amount of the mortgage loan.

"G.N.M.A. Issuer" means Midland Loan Services, Inc., a Delaware corporation, and its successors and assigns.

"G.N.M.A. Security" means a fully modified pass-through security in the form of a C.L.C. or a P.L.C. issued by the G.N.M.A. Issuer, registered in the name of the Trustee or its designee and guaranteed by G.N.M.A. as to timely payment of principal of and interest on a P.L.C. and as to timely payment of interest only until maturity and timely payment of principal at maturity on a C.L.C., pursuant to Section 306(g) of the National Housing Act, and the regulations promulgated thereunder, backed by the mortgage loan made by the G.N.M.A. Issuer to finance the project in accordance with the mortgage loan documents, which mortgage loan is insured by the Secretary of H.U.D. by and through the F.H.A.

"Government Obligations" means bonds, notes and other evidences of indebtedness of the United States of America or any agency or instrumentality thereof backed by the full faith and credit of the United States of America.

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

"H.U.D." means the United States Department of Housing and Urban Development, and its successors.

"H.U.D. Regulatory Agreement" means the regulatory agreement for multi-family housing projects (H.U.D.-\_\_\_\_\_) with respect to the project between the Borrower and H.U.D.

"Indenture" means this indenture and all indentures supplemental hereto.

"Initial Advance" means the first (1<sup>st</sup>) advance under the mortgage loan from mortgage loan proceeds by the G.N.M.A. Issuer to the Borrower.

"Initial C.L.C." means the C.L.C. delivered by the G.N.M.A. Issuer to the Trustee with respect to the Initial Advance.

"Interest Payment Date" means each June 20 and December 20, commencing December 20, 2002.

"Interest Rate" means, with respect to a Bond, the applicable rate per annum as set forth in Section 201 hereof.

"Investment Agreement" means an investment agreements for the project fund, and the Bond Fund and the reserve fund, between the trustee and \_\_\_\_\_ providing for investment of monies in the project fund at the rate of \_\_\_\_% per annum, and in the Bond Fund and the reserve fund at the rate of \_\_\_\_% per annum, respectively, or any substitute investment agreement, provided that any substitute investment agreement shall be approved in advance by the rating agency. The Trustee shall promptly notify the rating agency of any substitute investment agreement.

"Managing General Partners" means, (i) King Preservation of Illinois, L.L.C., an Illinois limited liability company, the sole member of which is National Housing Trust -- Enterprise Preservation Corporation, a District of Columbia not-for-profit corporation, and (ii) Chicago Community Development Corporation, an Illinois not-for-profit corporation, and their successors and assigns.

"M.B.S. Submission Schedule" means the Document Delivery Schedule for Ginnie Mae I Pools issued by G.N.M.A. from time to time.

"Mortgage" means the mortgage from the Borrower to the G.N.M.A. Issuer securing the note, as may be amended.

"Mortgage Loan" means the mortgage loan made to the Borrower by the G.N.M.A. Issuer concurrently with the delivery of the Bonds and insured by F.H.A. under the provisions of Section 221(d)(4) of the National Housing Act.

"Mortgage Loan Documents" means the note, the Mortgage, the H.U.D. regulatory agreement, the Building Loan Agreement and other documents required by F.H.A. in connection with the closing of the Mortgage Loan.

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

"Note" means the mortgage note, in the form endorsed for mortgage insurance by F.H.A., made by the Borrower to the G.N.M.A. Issuer, evidencing the Borrower's obligation to the G.N.M.A. Issuer to repay the Mortgage Loan.

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

If To The Issuer:

City of Chicago  
Department of Housing  
318 South Michigan Avenue  
Chicago, Illinois 60604  
Attention: Commissioner, Department  
of Housing  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

with copies to:

City of Chicago  
Office of the Corporation Counsel  
City Hall -- Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Finance and Economic  
Development Division  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

and to:

City of Chicago  
Department of Finance -- Financial  
Policy  
33 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Deputy Comptroller  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

If To The Borrower:

King Preservation, L.P.  
In care of National Housing  
Trust -- Enterprise Preservation  
Corporation  
1103 30<sup>th</sup> Street, N.W.  
Suite 400  
Washington, D.C. 20007  
Attention: Michael Bodaken  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

with copies to:

Chicago Community Development  
Corporation  
36 South Wabash, Suite 1310  
Chicago, Illinois 60603  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

Pepper Hamilton, L.L.P.  
600 14<sup>th</sup> Street, N.W.  
Washington, D.C. 20005  
Attention: Scott Fireison  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

Duane Morris, L.L.C.  
227 West Monroe Street  
Suite 3400  
Chicago, Illinois 60606  
Attention: Douglas J. Antonio  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

and to:

The Chicago Equity Fund  
1 East Superior Street, Suite 604  
Chicago, Illinois 60611  
Attention: Nicholas J. Shapiro  
Asset Management  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

If To The Trustee:

[Trustee]  
[Trustee's Address]

Attention: Corporate Trust Department  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

If To The G.N.M.A. Issuer:

Midland Loan Services, Inc.  
210 West Tenth Street, 5<sup>th</sup> Floor  
Kansas City, Missouri  
Attention: Loan Servicing  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

If To The Rating Agency:

Standard & Poor's Ratings Group  
130 East Randolph Street, Suite 2900  
Chicago, Illinois 60601  
Attention: Public Finance Department  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

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

"Ordinance" means the ordinance adopted by the City Council of the Issuer on \_\_\_\_\_, 2002, authorizing the issuance, sale and delivery of the Bonds.

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

- (a) Bonds theretofore canceled by the Trustee or theretofore delivered to the Trustee for cancellation;
- (b) Bonds for the payment or redemption of which money or obligations shall have been theretofore deposited with the Trustee in accordance with Article IX; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture.

"Participant" when used with respect to any securities depository means any participant of such securities depository.

"Pass-Through Rate" means the rate of interest on the G.N.M.A. security which shall be \_\_\_\_\_%.

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

"Payment in Full of the Bonds" means the first date when there are no longer any Bonds deemed to be Outstanding pursuant to Section 901 of this Indenture.

"Person" or "Persons" means one (1) or more natural persons, firms, associations, partnerships, corporations, limited liability companies or public bodies.

"P.L.C." means the project loan certificate that is the G.N.M.A. Security issued after Final Endorsement which shall bear interest at the Pass-Through Rate and which shall be in a principal amount equal to the full principal amount of the Mortgage Loan approved by F.H.A. for permanent financing less any principal amount amortized under the Mortgage Loan Documents on or prior to the P.L.C. issue date.

"P.L.C. Delivery Date" means the earlier of (a) the date on which the P.L.C. is delivered to the Trustee and (b) \_\_\_\_\_ 20, 200\_, or such later date as may be permitted by the provisions of Section 403(c) hereof.

"P.L.C. Issue Date" means the first (1<sup>st</sup>) day of the month in which the P.L.C. is issued, but in no event later than \_\_\_\_\_ 1, 200\_, unless extended pursuant to the provisions of Section 403(c) hereof.

"Project" means the acquisition, rehabilitating and equipping of a multi-family housing development consisting of approximately ninety-six (96) units located generally at 5035 South Dr. Martin Luther King, Jr. Drive, and bounded on the west by South Dr. Martin Luther King, Jr. Drive, on the south by East 51<sup>st</sup> Street, on the east by South Washington Park Court and on the north by East 50<sup>th</sup> Street within the City of Chicago, Illinois, all within the City of Chicago, Illinois, and known as the "51<sup>st</sup> and King Drive Apartments".

"Project Costs" means, to the extent authorized by the Code, any and all costs incurred by the Borrower with respect to the acquisition and rehabilitation of the Project, including, without limitation, costs for site preparation, the planning of housing and related facilities and improvements, the acquisition of property, the removal or demolition of existing structures, the construction or rehabilitation of housing and related facilities and improvements, and all other work in connection therewith, and all costs of financing, including, without limitation, the cost of

consultant, accounting and legal services, other expenses necessary or incident to determining the feasibility of the Project, contractors' and Borrower's overhead and supervisors' fees and costs directly allocable to the Project, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, county or entity for expenditures made for the Project), and interest accrued during construction or rehabilitation and prior to the Completion Date.

"Project Fund" means the project fund created in Section 401 hereof.

"Purchase and Sale Agreement" means that certain letter agreement dated \_\_\_\_\_ 1, 2002, between the Trustee and the G.N.M.A. Issuer.

"Qualified Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the investment of the Issuer's funds:

(a) Government Obligations;

(b) Obligations of agencies of the United States government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank and the Bank for Cooperatives;

(c) Bonds or other obligations issued by any public housing agency or municipality in the United States of America, which bonds or obligations are assigned a rating of "AAA" or better by the Rating Agency and are 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 government, or project notes issued by any public housing agency, urban renewal agency or municipality in the United States assigned a rating of "AAA" or better by the rating agency and fully secured as to payment of both principal and interest by a requisition, loan or payment agreement with the United States government;

(d) the Investment Agreement;

(e) interest-bearing time deposits, repurchase agreements, rate guarantee agreements or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least Fifty Million Dollars (\$50,000,000) or with any government bond dealer reporting to, trading with and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least Fifty Million Dollars (\$50,000,000) or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956 and whose unsecured or uncollateralized long-term debt obligations are assigned a rating by the rating agency of "AAA" or better for



agreements of more than three (3) years, and "AA-/A-1+" or better for agreements of more than one (1) year but less than three (3) years or whose unsecured and uncollateralized short-term debt obligations are assigned a rating by the rating agency of "A-1+" or better for agreements of one (1) year or less, provided that each such interest-bearing deposit, repurchase agreement, guarantee agreement or other similar banking arrangement shall permit the monies so placed to be available for use at the time provided with respect to the investment or reinvestment of such monies; and

(f) no-load, open-end money market mutual funds (including those of the Trustee and its affiliates) registered under the Investment Company Act of 1940, provided the portfolio of such fund is limited to Government Obligations and such fund has been assigned a rating by the rating agency of "AAAm" or "AAAmG".

Qualified investments shall not include the following: (i) any investments with a final maturity or any agreements with a term greater than three hundred sixty-five (365) days from the date of the investments (except (A) obligations that provide for the optional or mandatory tender, at par, by the holder thereof at least once within three hundred sixty-five (365) days of the date of purchase, (B) any investments listed in subparagraphs (a) or (b) above that are irrevocably deposited with the Trustee for payment of Bonds pursuant to Section 901, and (C) agreements listed in subparagraph (d) or (e) above), (ii) any obligation with a purchase price greater or less than the par value of such obligation (except for obligations described in clause (B) above), (iii) mortgage-backed securities, real estate mortgage investment conduits or collateralized mortgage obligations, (iv) interest-only or principal-only stripped securities, (v) obligations bearing interest at inverse floating rates, (vi) investments which may be prepaid or called at a price less than its purchase price prior to stated maturity or (vii) any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index, and provided further that if any such investment described in subparagraphs (a) through (f) above is required to be rated, such rating requirements will not be satisfied if such rating is evidenced by the designation of an "r" or "t" highlighter affixed to its rating.

"Qualified Project Costs" means Project Costs (excluding Costs of Issuance) incurred after the date which is sixty (60) days prior to the adoption of the ordinance, which either constitute land or property of a character subject to the allowance for depreciation under Section 167 of the Code or are chargeable to a capital account with respect to the Project for federal income tax and financial accounting purposes, or would be so chargeable either with a proper election by the Borrower or but for the proper election by the Borrower to deduct those amounts within the meaning of Code Regulation 1.103-8(a)(1)(i); provided, however, that only such portion of interest accrued during construction or

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

"Rating Agency" means Standard & Poor's Ratings Group, or its successor, if such rating agency is then maintaining a rating on the Bonds, and any other nationally recognized securities rating agency to which the Issuer has applied for a rating on any Outstanding Bonds and which rating is currently in effect.

"Rebate Fund" means the rebate fund created in Section 401 hereof.

"Redemption Date" means any date fixed by the Trustee on which Bonds are redeemed in accordance with this Indenture.

"Registrar" means the Trustee, or any successor registrar, appointed in accordance with Section 209 of this Indenture. "Principal Office" of the registrar shall mean the principal corporate trust office of the Trustee if the Trustee is serving as registrar, and with respect to any other registrar shall mean the office thereof designated in writing to the Trustee.

"Regular Record Date" means, with respect to an Interest Payment Date, the close of business on the fifteenth (15<sup>th</sup>) day of the calendar month next preceding such Interest Payment Date whether or not a Business Day.

"Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants dated as of \_\_\_\_\_ 1, 2002, by and among the Borrower, the Trustee and the City.

"Reserve Fund" means the reserve fund created in Section 401 hereof.

"Schedule of Subscribers and G.N.M.A. Guaranty/Contractual Agreement" means the H.U.D. form Schedule of Subscribers and G.N.M.A. II Contractual Agreement (H.U.D.-\_\_\_\_) or any replacement form issued by H.U.D.

"Seasoned Funds" means (i) monies deposited by the Borrower with the Trustee and so designated by the Borrower which monies shall have been held by the Trustee for at least three hundred sixty-six (366) days prior to the date such monies are to be used to make payments on the Bonds, provided that no Act of Bankruptcy shall have occurred during such three hundred sixty-six (366) day period after such monies were deposited with the Trustee (as evidenced by a certificate of the Borrower, general partner or guarantor, as applicable, to the effect that no Act of Bankruptcy has occurred during such period) or (ii) monies with respect to which there has been delivered to the Trustee an opinion of nationally recognized bankruptcy counsel to the effect that payment of such monies to the bondholders in payment of principal of, premium or interest on the Bonds will not constitute a preferential payment recoverable under Section 547 of the United States Bankruptcy Code and will not be subject to, or will promptly be released from, the automatic stay provided for in Section 362(a) of the United States Bankruptcy Code in the event of the bankruptcy of the Borrower, any general partner or guarantor of the Borrower or the Issuer.

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

"Sinking Fund Installments" means the amounts required to be paid in connection with the mandatory redemption of Bonds pursuant to Section 301(b) hereof.

"Special Record Date" means the date and time established by the Trustee for the determination of which Holders shall be entitled to receive overdue interest on the Bonds pursuant to Section 202 hereof.

"State" means the State of Illinois.

"Supplemental Indenture" means a supplement to this Indenture being authorized and executed pursuant to Section 801 or Section 802 hereof.

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

#### Section 102. Interpretation.

Reference to articles, sections, and other subdivisions are to the designated articles, sections, and other subdivisions of this Indenture. The headings of this Indenture are for convenience only and do not define or limit the provisions hereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural

number and vice versa unless the context shall otherwise indicate.

*Article II.*

*The Bonds.*

Section 201. Issuance Of Bonds.

The Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_\_; shall be designated "Multi-Family Housing Revenue Bonds (51<sup>st</sup> and King Drive Apartments), Series 2002 (F.H.A. Insured/G.N.M.A.)"; shall be issued only as fully registered bonds, without coupons; and shall be in the Authorized Denominations requested by the Holder (provided, however, that each Bond shall have only one (1) principal maturity date). Unless the Issuer shall otherwise direct, the Bonds shall be numbered from R-1 upward.

Each Bond shall be in the form attached as (Sub)Exhibit A to this Indenture, shall be dated as of \_\_\_\_\_ 1, 2002, and shall bear interest until paid from the most recent date to which interest has been duly paid or provided for or, if no interest has been paid or duly provided for, from \_\_\_\_\_ 1, 2002. The Bonds shall bear interest, until paid, at the respective rates per annum set forth below (the "Interest Rates").

Interest on the Bonds is payable on December 20, 2002, and on each June 20 and December 20 thereafter (the "Interest Payment Dates"). Interest on the Bonds shall be calculated on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

The Bonds shall mature in the following principal amounts on [December 20] of the following years, and shall bear interest at the respective interest rates per annum set forth below:

| Year   | Principal Amount | Interest Rate |
|--------|------------------|---------------|
| 20____ | _____            | _____ %       |
| 20____ | _____            | _____ %       |
| 20____ | _____            | _____ %       |

## Section 202. Payment Of Bonds.

Payment of principal, premium, if any, and interest shall be made in lawful monies of the United States of America. Principal of and premium, if any, on the Bonds shall be paid only upon presentation and surrender thereof for cancellation at the principal corporate trust office of the Trustee or any additional paying agent appointed pursuant to Section 713 hereof to the person appearing on the registration books as the registered Holder thereof. Payment of the interest on any Bond shall be made to the Person whose name appears on the Bond Register as the registered Holder thereof as of the close of business on the Regular Record Date applicable to such Interest Payment Date, such interest to be paid by check or draft mailed to such registered Holder at his or her address as it appears on such Bond Register, notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Regular Record Date and prior to such Interest Payment Date; provided, however, that payment of interest on any Interest Payment Date shall be made by wire transfer to the Holder as of the close of business on the Regular Record Date upon written notice of such wire transfer address in the continental United States of America by such Holder to the Trustee given prior to such Regular Record Date (which notice may provide that it will remain in effect until revoked), and further provided that such wire transfer shall only be made 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 Regular Record Date relating to such Interest Payment Date.

If the funds available under this Indenture are insufficient on any Interest Payment Date to pay the interest then due, the Regular Record Date shall no longer be applicable with respect to the Bonds. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall immediately establish a special interest payment date for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Holders entitled to such payments. Notice of such day so established shall be given by first class mail by the Trustee to each Holder at least ten (10) days prior to the Special Record Date, but not more than thirty (30) days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Person whose name appears on the Bond Register as the Registered Holder thereof as of the close of business on the Special Record Date. Prior Holders of Bonds who transfer or exchange Bonds prior to such Special Record Date shall have no rights with respect to the payment of overdue interest on the Bonds so transferred or exchanged.

## Section 203. Restriction On Issuance Of Bonds.

No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued hereunder, other than Bonds issued pursuant to the provisions of

Sections 208 and 210 hereof or in substitution for other Bonds, is expressly limited to the amounts set forth in Section 201.

Section 204. Limited Obligations.

The Bonds and the interest thereon are limited obligations of the Issuer, payable solely from the revenues, receipts and security pledged therefor in the Granting Clauses hereof. The Bonds, together with premium, if any, and interest thereon, do not constitute an indebtedness, liability, general or moral obligation or a pledge of the faith or loan of credit of the Issuer, the State, or any political subdivision of the State within the meaning of any constitutional or statutory provisions. Neither the Issuer, the State nor any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto except from the payments pledged with respect thereto and certain reserve funds established in connection therewith. Neither the faith and credit nor the taxing power of the United States of America, the Issuer, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

Section 205. Indenture Constitutes Contract.

In consideration of the purchase and acceptance of the Bonds issued hereunder by those who shall hold them from time to time, the provisions of this Indenture shall be deemed to be a part of, and continue to be, a contract between the Issuer and the Holders of the Bonds from time to time.

Section 206. Execution.

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

In case any officer whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery, and also any Bond may bear the facsimile signatures of, or may be signed by, such persons as at the actual time of

the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

Section 207. Authentication.

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

Section 208. Mutilated, Lost, Stolen Or Destroyed Bonds.

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

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

Section 209. Transfer And Exchange Of Bonds; Persons Treated As Holders.

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

Any Bond may, in accordance with its terms, be exchanged, at the office of the Trustee, for a new fully registered Bond or Bonds, of the same maturity, of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate as, the Bonds being exchanged.

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

All Bonds issued upon any transfer or exchange of Bonds shall be the valid limited obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Bonds surrendered upon transfer or exchange. Neither the Issuer nor the Trustee shall be required to make any exchange or transfer of a Bond during a period beginning at the opening of business fifteen (15) days before (i) any Interest Payment Date (including any special interest payment date described in Section 202 hereof), or (ii) the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing or such Interest Payment Date, or to transfer or exchange any Bonds selected for redemption, in whole or in part.

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



#### Section 210. Temporary Bonds.

Until definitive Bonds are ready for delivery, there may be executed, and upon the request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, temporary printed, typewritten, engraved or lithographed Bonds, in such Authorized Denomination as shall be determined by the Issuer, in fully registered form, in substantially the tenor hereinabove set forth and with such appropriate omissions, insertions and variations as may be required.

If temporary Bonds shall be issued, the Issuer shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it at its principal corporate trust office of any temporary Bonds, shall cancel the same and authenticate and deliver in exchange therefor, without charge to the holder or owner thereof, a definitive Bond or Bonds, as the case may be, of an equal aggregate principal amount in Authorized Denominations, of the same series and maturities and bearing interest at the same rates as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder. Interest on temporary Bonds, when due and payable, if the definitive Bonds shall not be ready for exchange, shall be paid in the manner provided in Section 202 hereof.

#### Section 211. Safekeeping And Cancellation Of Bonds.

Any Bond surrendered for the purpose of payment or retirement, or for exchange, or for replacement or payment pursuant to Section 208, shall be cancelled upon surrender thereof to the Trustee and certification of such cancellation shall be made to the Issuer as provided in this section. Certification of such surrender and cancellation shall be made to the Issuer by the Trustee. Cancelled Bonds, or unissued Bond inventory held in blank by the Trustee upon the maturity or total redemption of the Bonds, shall be destroyed by shredding or cremation by the Trustee, and certificates of such destruction (describing the manner thereof) provided by the Trustee to the Issuer.

#### Section 212. Book-Entry Provisions.

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

(a) Payments. The Bonds shall be payable to the Securities Depository, or its nominee, as the registered owner of the Bonds, on each date on which the principal of, interest on, and premium, if any, on the Bonds is due as set forth in this Indenture and in the Bonds. Such payments shall be made to the offices of the

Securities Depository specified by the Securities Depository to the Issuer and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the Issuer and the Securities Depository may agree in writing to make payments of principal, premium, if any, and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the Issuer shall give the 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 Issuer 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. The Issuer may discontinue use of a Securities Depository as the depository of the Bonds if (i) the Issuer, in its sole discretion, determines that (A) such Securities Depository is incapable of discharging its duties with respect to the Bonds, or (B) the interest of the beneficial owners of the Bonds might be adversely affected by the continuation of the book-entry system with such Securities Depository as the depository for the Bonds, or (ii) such Securities Depository determines not to continue to act as a depository for the Bonds or is no longer permitted to act as such depository. Notice of any determination pursuant to clause (i) shall be given to such Securities Depository at least thirty (30) days prior to any such determination (or such fewer number of days as shall be acceptable to such Securities Depository). The Issuer shall have no obligation to make any investigation to determine the occurrence of any events that would permit the Issuer to make any determination described in this paragraph.

(c) Discontinuance Of Book-Entry Or Change Of Securities Depository. If, following a determination or event specified in paragraph (b) above, the Issuer discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the Issuer will issue replacement Bonds to the successor Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in authorized denominations, be payable as to interest on the Interest Payment Dates of the Bonds by check or draft mailed to each registered owner at the address of such owner as it appears on the bond registration books maintained by the Issuer 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 Dollars (\$1,000,000) principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such registered owner as of the Regular Record Date relating to such Interest Payment Date, if such registered owner provides the Trustee with written notice of such wire transfer address not later than such Regular Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent 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 Issuer 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 Issuer 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.

#### Section 213. Delivery Of The Bonds.

Upon execution and delivery of this Indenture, the Trustee shall authenticate and deliver the Bonds upon the order of the Issuer, but only upon the receipt of the following:

- (a) an order of the Issuer directing the Trustee to authenticate and deliver the Bonds against receipt of the purchase price therefor;
- (b) a certified copy of the Ordinance;
- (c) an approving opinion of Bond Counsel regarding the validity of the Bonds and the exclusion of interest on the Bonds from federal income taxation;
- (d) an executed copy of the Purchase and Sale Agreement;
- (e) evidence that the Mortgage Loan has been endorsed for F.H.A. Insurance by F.H.A. under the applicable provisions of the National Housing Act;
- (f) an executed copy of the Financing Agreement;
- (g) an executed counterpart of the Continuing Disclosure Agreement;
- (h) a certification of the G.N.M.A. Issuer that it has sufficient commitment authority to issue the G.N.M.A. Security;
- (i) an opinion of counsel to the G.N.M.A. Issuer to the effect that the G.N.M.A. Issuer is authorized under G.N.M.A.'s Commitment to Guaranty Mortgage-Backed Securities to issue G.N.M.A. Security in an aggregate principal amount equal to at least \$ \_\_\_\_\_;
- (j) executed or conformed F.H.A.-insured Mortgage Note and Mortgage; and

(k) evidence of recordation of the Regulatory Agreement (which may be in the form of a title company certified copy).

*Article III.*

*Redemption Of Bonds.*

Section 301. Redemption Of Bonds.

(a) Extraordinary Mandatory Redemption. The Bonds are subject to mandatory redemption prior to maturity on the earliest practicable date for which notice of redemption can be given by the Trustee pursuant to Section 303 hereof, unless otherwise provided, at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date without premium (i) as a whole on \_\_\_\_\_ 20, 200 \_\_\_\_ (or such later date as shall be permitted under Section 403(c) of this Indenture), if the P.L.C. is not delivered to the Trustee by the P.L.C. Delivery Date (or such later date as shall be permitted under Section 403(c) of this Indenture) from amounts on deposit in or held for the benefit of the Project Fund, the Reserve Fund and the Bond Fund (including the principal of the C.L.C.s), (ii) in part after delivery of the P.L.C. to the Trustee from amounts on deposit in the Project Fund; (iii) as a whole or in part, if the Trustee receives payments on the G.N.M.A. Security exceeding regularly scheduled payments of principal and interest thereon (other than optional prepayments of the Mortgage Loan), including payments representing (A) casualty insurance proceeds, condemnation awards or other amounts applied to the prepayment of the Mortgage Loan following a partial or total destruction or condemnation of the Project, (B) mortgage insurance proceeds or other amounts received with respect to the Mortgage Loan following the acceleration thereof upon the occurrence of an event of default thereunder, (C) a prepayment of the Mortgage Loan required by applicable monies, regulations, policies and procedures of F.H.A. or G.N.M.A. (including the possible exercise by H.U.D. of its right to override the prepayment and premium provisions of the Mortgage Note following an event of default thereunder if H.U.D. determines that prepayment of the Mortgage Loan will avoid a mortgage insurance claim and is therefore in the best interest of the federal government), or (D) prepayments on the G.N.M.A. Security derived from prepayments on the Mortgage Loan made by the Borrower without notice or prepayment penalty while under the supervision of a trustee in bankruptcy; or (iv) in part on any date on or after the P.L.C. Delivery Date, in the event and to the extent funds on deposit in the Bond Fund on any Interest Payment Date exceed \$ \_\_\_\_\_. If less than all the Bonds then outstanding shall be called for redemption, Bonds to be redeemed shall be selected as provided in Section 302 hereof.

Bond Maturing December 20, 20\_\_\_.

[illegible]

Bond Maturing December 20, 20\_\_.

| Date              | Principal Amount | Date              | Principal Amount |
|-------------------|------------------|-------------------|------------------|
| June 20, 20__     | \$ _____         | June 20, 20__     | \$ _____         |
| December 20, 20__ | _____            | December 20, 20__ | _____            |
| June 20, 20__     | _____            | June, 20 20__     | _____            |
| December 20, 20__ | _____            | December 20, 20__ | _____            |
| June 20, 20__     | _____            | June 20, 20__     | _____            |
| December 20, 20__ | _____            |                   |                  |

Bond Maturing December 20, 20\_\_.

| Date              | Principal Amount | Date              | Principal Amount |
|-------------------|------------------|-------------------|------------------|
| June 20, 20__     | \$ _____         | June 20, 20__     | \$ _____         |
| December 20, 20__ | _____            | December 20, 20__ | _____            |
| June 20, 20__     | _____            | June 20, 20__     | _____            |
| December 20, 20__ | _____            | December 20, 20__ | _____            |
| June 20, 20__     | _____            | June 20, 20__     | _____            |
| December 20, 20__ | _____            | December 20, 20__ | _____            |
| June 20, 20__     | _____            | June 20, 20__     | _____            |
| December 20, 20__ | _____            | December 20, 20__ | _____            |
| June 20, 20__     | _____            | June 20, 20__     | _____            |
| December 20, 20__ | _____            |                   |                  |

Bond Maturing December 20, 20\_\_.

| Date              | Principal Amount | Date              | Principal Amount |
|-------------------|------------------|-------------------|------------------|
| June 20, 20__     | \$ _____         | December 20, 20__ | \$ _____         |
| December 20, 20__ | _____            | June 20, 20__     | _____            |
| June 20, 20__     | _____            | December 20, 20__ | _____            |
| December 20, 20__ | _____            | June 20, 20__     | _____            |
| June 20, 20__     | _____            | December 20, 20__ | _____            |
| December 20, 20__ | _____            | June 20, 20__     | _____            |
| June 20, 20__     | _____            | December 20, 20__ | _____            |
| December 20, 20__ | _____            | June 20, 20__     | _____            |

Bond Maturing December 20, 20\_\_.

| Date              | Principal Amount | Date              | Principal Amount |
|-------------------|------------------|-------------------|------------------|
| June 20, 20__     | \$ _____         | December 20, 20__ | \$ _____         |
| December 20, 20__ | _____            | June 20, 20__     | _____            |
| June 20, 20__     | _____            |                   |                  |

(c) Optional Redemption Of Bonds. The Bonds are also subject to redemption at the option of the Issuer at the direction of the Borrower in whole or in part at any time, on or after \_\_\_\_\_ 20, 2012 (and then at the earliest practical date for which notice of redemption can be given by the Trustee pursuant to Section 303 hereof), from payments on the G.N.M.A. Security representing optional prepayments on the Mortgage Loan or any other source at the redemption prices (expressed as percentages of their principal amount) set forth in the table below plus accrued interest to the Redemption Date:

| Redemption Dates               | Redemption Prices |
|--------------------------------|-------------------|
| _____20, 2012 to _____19, 2013 | 101%              |
| _____20, 2013 and thereafter   | 100%              |

Except as provided in Section 303, in the event of an optional redemption of Bonds on a date on which the redemption price includes a redemption premium, the Bonds shall not be redeemed unless the Trustee shall have either (i) Seasoned Funds in its possession in an amount equal to the redemption premium on the Bonds or (ii) received an opinion of Bond Counsel or bankruptcy counsel to the effect that the sums to be utilized to pay the redemption premium are not subject to the provisions of Sections 362(a), 547 and 550 of the United States Bankruptcy Code.

#### Section 302. Selection Of Bonds For Redemption.

(a) If less than all the Bonds shall be called for extraordinary mandatory or optional redemption, the Trustee shall redeem (and adjust the mandatory sinking fund schedules set forth in Section 301(b) above accordingly), an amount of Bonds of each maturity so that the resulting decrease in debt service on the Bonds during each six (6) month period ending on each Interest Payment Date, is proportional, as nearly as practicable, to the decrease in the payments on the G.N.M.A. Security in each six (6) month period.

(b) If less than all the Bonds of any maturity then Outstanding shall be called for redemption, the Bonds (or portions of Bonds in the Authorized Denominations) of such maturity to be redeemed shall be selected by the Trustee by lot.

(c) The portion of any Bond to be redeemed shall be in the principal amount of an Authorized Denomination, and, in selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by Five Thousand Dollars (\$5,000).

In case part but not all of an Outstanding Bond shall be selected for redemption, the Holder thereof or his attorney or legal representative shall present and surrender such Bond to the Trustee for payment of the principal amount thereof so called for redemption, and the Issuer shall execute and the Trustee shall authenticate and deliver to or upon the order to such Holder or his legal representative, without charge therefor, for the unredeemed portion of the Bond so surrendered a Bond of the same maturity and bearing interest at the same rate.



### Section 303. Notice Of Redemption.

Unless waived by any Holder of Bonds to be redeemed, official notice of redemption shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail to the Holder of each Bond to be redeemed, at the address of such Holder shown on the Bond Register, not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption. Except in the case of mandatory sinking fund redemptions pursuant to Section 301(b) hereof, the Trustee shall not mail a notice of redemption until it has received funds to effect such redemption. As provided in Section 301(a) hereof, the Trustee shall redeem any Bonds to be redeemed under said Section 301(a) on the earliest practicable date for which notice can be given by the Trustee under this Section 303 and shall provide the shortest practicable notice period permitted hereunder.

All official notices of redemption shall be dated and shall state:

- (a) the redemption date,
- (b) the redemption price,
- (c) if less than all Outstanding Bonds are to be redeemed, the identification and the respective principal amounts of the Bonds to be redeemed,
- (d) that on the Redemption Date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee.

In addition to the foregoing official notice, further notice shall be given by the Trustee as set out below, but no defect in said further notice nor any delay in giving such notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if the official notice thereof is given as above prescribed.

1. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the C.U.S.I.P. numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

2. Each further notice of redemption shall be sent at least thirty (30) days before the Redemption Date by registered or certified mail or overnight delivery service to all registered security depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories now being The Depository Trust Company of New York, New York, and Philadelphia Depository Trust Company of Philadelphia, Pennsylvania) and to one (1) or more national information services that disseminate notices of redemption of obligations such as the Bonds.

3. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Failure to duly give official notice of redemption by mail or any defect therein shall not affect the validity of the proceedings for the redemption of any Bond or Bonds. Any notice mailed as provided in this section shall be conclusively presumed to have been duly given, whether or not the registered Holder receives notice.

Additionally, in the event of an optional redemption of Bonds on a date on which the redemption price includes a redemption premium, the Trustee shall not give notice of such redemption unless the Trustee shall have received: (a) written notice from the G.N.M.A. Issuer or the Borrower not less than forty-five (45) days prior to the applicable scheduled G.N.M.A. prepayment date; (b) at least fifteen (15) days prior to the applicable scheduled G.N.M.A. prepayment date, written notice from the G.N.M.A. Issuer of its receipt of the amount of the prepayment, which amount shall include the principal to be prepaid under the G.N.M.A. Security plus accrued interest through the last day of the preceding month; (c) the prepayment premium from the Borrower in Seasoned Funds; and (d) a written certificate of the Borrower, upon which the Trustee may conclusively rely, that no Act of Bankruptcy has occurred during the three hundred sixty-six (366) day period prior to the deposit by the Borrower of the prepayment premium with the Trustee, provided that if the Trustee shall receive a written commitment by G.N.M.A. to make or pass through payment of the required prepayment premium, then the requirements of (c) and (d) shall no longer apply. The Borrower is required under the Financing Agreement to cause additional amounts, if any, necessary to effect the redemption of the Bonds to be paid to the Trustee, if any, to assure payment of all interest due on the Bonds to the Redemption Date, taking into account the anticipated earnings on the reinvestment of funds held under the Indenture, or to deposit such amounts with the Trustee, provided that the payment of such amounts meets the requirements of (c) and (d) above.

#### Section 304. Effect Of Notice Of Redemption.

Notice of Redemption having been given in the manner provided in this Article III,

and money sufficient for the redemption being held by the Trustee for that purpose, the Bonds so called for redemption shall become due and payable on the Redemption Date, and interest thereon shall cease to accrue on such date; and the Holders of the Bonds so called for redemption shall thereafter no longer have any security or benefit under this Indenture except to receive payment of the redemption price for such Bonds and, to the extent provided in Section 302 hereof, to receive Bonds for any unredeemed portions of such Bonds.

Section 305. Cancellation.

All Bonds which shall have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Issuer.

*Article IV.*

*Funds; Investments.*

Section 401. Establishment Of Funds.

The following funds are hereby established and shall be maintained by the Trustee under this Indenture and held in trust by the Trustee for the benefit of the Bonds:

- (a) Project Fund;
- (b) Bond Fund;
- (c) Reserve Fund;
- (d) Costs of Issuance Fund; and
- (e) Rebate Fund.

Section 402. Application Of Bond Proceeds And Other Monies.

Upon delivery of the Bonds, the proceeds thereof, together with \$ \_\_\_\_ received by the Borrower from a loan from \_\_\_\_\_, shall be deposited with the Trustee, and shall be applied as follows:

(a) \$ \_\_\_\_\_ of accrued interest on the Bonds shall be deposited in the General Account of the Bond Fund;

(b) \$ \_\_\_\_\_ from a loan received by the Borrower from \_\_\_\_\_ shall be deposited in the Reserve Fund; and

(c) \$ \_\_\_\_\_ shall be deposited in the Project Fund.

#### Section 403. Project Fund.

(a) The Trustee shall deposit into the Project Fund the amounts required by Section 402(d) and any amounts paid to the Trustee for deposit into the Project Fund in accordance with Section 403(c) and shall invest such proceeds under the Investment Agreement. The Trustee shall request funds invested under the Investment Agreement in accordance with the terms thereof such that funds will be timely available in advance of the date such funds are needed to fund advances hereunder. No funds shall be advanced from the Project Fund prior to recordation of the Regulatory Agreement.

(b) Monies in the Project Fund shall be disbursed by the Trustee as follows:

(i) On each date upon which the Trustee acquires from the G.N.M.A. Issuer a C.L.C., the Trustee shall transfer from the Project Fund to the G.N.M.A. Issuer an amount equal to one hundred percent (100%) of the principal amount of such C.L.C., plus accrued and unpaid interest on such C.L.C. at the Pass-Through Rate; provided, however, the portion of the purchase price of the C.L.C. representing accrued and unpaid interest on such C.L.C. at the Pass-Through Rate shall be paid to the G.N.M.A. Issuer from the Bond Fund on the first (1<sup>st</sup>) date after acquisition of the C.L.C. that the Trustee receives an interest payment on such C.L.C.

(ii) Without limiting the provisions of subsection (b)(i) above, with respect to the acquisition of the Initial C.L.C., the Trustee must receive, in addition to a requisition signed by Borrower in the form required by the Financing Agreement, the items specified in Section 3.2(a) of the Financing Agreement to be delivered in connection with the Initial Advance.

(iii) Without limiting the provisions of subsection (b)(i) above, with respect to each subsequent purchase of C.L.C.s, the Trustee must receive, in addition to a requisition signed by the Borrower in the form required by the Financing Agreement, (A) a copy of the executed authorization of H.U.D. approving the Mortgage Loan disbursement relating to such purchase, (B) actual possession of all C.L.C.s representing prior disbursements and payments due thereon registered in the name of the Trustee or its designee, (C) the C.L.C. from the G.N.M.A. Issuer representing the current Mortgage Loan disbursement, (D) a certificate of the

G.N.M.A. Issuer to the effect that to its actual knowledge neither the Borrower nor the G.N.M.A. Issuer is in default under any of the Mortgage Loan Documents, (E) a statement of the Borrower meeting the requirements of Section 3.2(b)(i) of the Financing Agreement, (F) notice of the amount of the C.L.C. being purchased no later than two (2) business days prior to such purchase; provided, however, that the Trustee shall not purchase any C.L.C. with respect to a Mortgage Loan advance which, taken together with all other Mortgage Loan advances (including the amount used to purchase the Initial C.L.C. and including the amounts transferred to the Bond Fund from the Project Fund) is in excess of [\$ \_\_\_\_\_], nor shall the Trustee permit any draw from the Project Fund unless immediately after such purchase the amount on deposit in the Project Fund would be equal to the amount of [\$ \_\_\_\_\_] minus the sum of (i) the amount of the C.L.C. being purchased and (ii) the aggregate principal amount of all C.L.C.s previously delivered to the Trustee or requested from G.N.M.A.

(iv) On the date on which the Trustee acquires from the G.N.M.A. Issuer the P.L.C., the Trustee shall remit to the G.N.M.A. Issuer, to the extent of available funds on deposit in the Project Fund, an amount equal to the difference between the current balance on the Mortgage Note and one hundred percent (100%) of the aggregate original principal amount of all C.L.C.s theretofore acquired by the Trustee, plus accrued and unpaid interest at the Pass-Through Rate, provided that any amount expended from the Project Fund in connection with acquisition of the P.L.C.; will not, when added to the amounts previously expended pursuant to (i) and (ii) above, exceed [\$ \_\_\_\_\_]. The purchase price of the P.L.C. shall be paid from such difference and from the exchange of all C.L.C.s theretofore acquired by the Trustee, but the then accrued interest on such difference at the interest rate per annum borne by the PLC from the date of its issuance to (but not including) the date of its acquisition by the Trustee shall be paid to the G.N.M.A. Issuer from the Bond Fund on the first (1<sup>st</sup>) date after the acquisition of the P.L.C. that the Trustee receives a principal and interest payment on such P.L.C.

In the event the principal balance of the Mortgage Note as of the P.L.C. Delivery Date is less than the aggregate principal amount of all C.L.C.s theretofore acquired by the Trustee, the Trustee shall not exchange the C.L.C.s held by it for the P.L.C. unless and until the G.N.M.A. Issuer causes to be paid to the Trustee, as partial prepayment on such C.L.C.s, an amount equal to the difference between the then current outstanding principal balance of the Mortgage Note as of the P.L.C. Delivery Date and the aggregate principal amount of the C.L.C.s theretofore acquired by the Trustee, which amount shall be transferred to the Bond Fund pursuant to paragraph (c) below.

(c) If the P.L.C. is not delivered on or by the Business Day next preceding \_\_\_\_\_ 20, 200\_\_ (or such later date as may be established in this paragraph (c)), the Trustee shall, on the Business Day immediately prior to \_\_\_\_\_ 20, 200\_\_ (or such later date as may be established in this paragraph (c)),

transfer to the Bond Fund all amounts on deposit in the Project Fund for application to the mandatory redemption of Bonds in accordance with Section 301 (a)(i) hereof; provided, however, that such transfer and such redemption shall be delayed for no more than twelve (12) successive thirty (30) day periods if an Event of Default has not occurred and is not then continuing and the Trustee shall have received no later than the business day next preceeding \_\_\_\_\_ 20, 200\_\_ (or any date to which such date is extended pursuant to the provisions hereof) a request from either the G.N.M.A. Issuer or the Borrower for such delay (whether or not a conflicting request is received from the other such party) accompanied by (i) a cash flow projection accompanied by a verification report by a nationally recognized firm of certified public accountants or financial consultants acceptable to the Issuer demonstrating that the sum of (A) the amounts in the Project Fund, the Reserve Fund and the Bond Fund, (B) the investment earnings to accrue on the amounts held in the Project Fund, the Reserve Fund and the Bond Fund during the period ending thirty (30) days after the end of any period of delay requested and (C) any additional sums paid to or held by the Trustee by or on behalf of the Borrower or the G.N.M.A. Issuer for deposit into the Project Fund or Bond Fund (accompanied by an opinion of counsel acceptable to the Trustee to the effect that such sums are not subject to the provisions of Sections 362(a) and five hundred forty-seven (547) of the Federal Bankruptcy Code in the event of a bankruptcy of the Borrower) will be at least equal to (1) the debt service on the Bonds as originally scheduled and will also be at least equal to (2) the debt service on the Bonds through the date which is thirty (30) days after the end of any such period, plus, in each case, originally scheduled and accrued unpaid Trustee fees and rebate calculation fees (assuming redemption of all Bonds on the date set forth in this clause (2)) and any other amounts which were shown to be available at such time for debt service on the Bonds in the original cash flows prepared and submitted to the Rating Agency in connection with the issuance of the Bonds; (ii) an opinion of Bond Counsel to the effect that such extension will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes; (iii) arrangements satisfactory to the Trustee for the making of the investments contemplated by the cash flow projection; (iv) written confirmation from the GNMA Issuer that in arranging for the cancellation, or submission if the C.L.C.s are in physical form, of the C.L.C.s to G.N.M.A. in exchange for the P.L.C. it will use its best efforts to follow the M.B.S. Submission Schedule issued by G.N.M.A. from time to time to ensure delivery of the P.L.C. in the same month as the C.L.C.s mature; and (v) written notice from the Rating Agency that the rating then assigned to the Bonds will not be lowered or withdrawn as a result of such extension of the C.L.C. Maturity Date and the P.L.C. Delivery Date. Upon the receipt of the documents and upon the arrangements listed in this subdivision, the Trustee shall permit the extension(s); provided, however, that if such documents have not been received and such arrangements have not been made by the business day next preceeding the P.L.C. Delivery Date, then the monies remaining on deposit in the Project Fund on such date shall be transferred to the Bond Fund on the business day next preceeding \_\_\_\_\_ 20, 200\_\_ (or such later date as previously established under this paragraph (c)), and applied, together with the principal amount of the C.L.C.s and

amounts on deposit in the Reserve Fund and the Bond Fund, to the redemption of Bonds pursuant to Section 301 (a)(i) and further provided, however, that the Trustee shall not consent to any such extension if such extension would in the opinion of the Trustee adversely impact the Bondholders and further provided, however, that such extensions shall not be effective without the consent of G.N.M.A.

In the event Commencement of Amortization occurs prior to the P.L.C. Delivery Date, under no circumstances shall the G.N.M.A. Issuer pass through to the Trustee principal payments on the Mortgage Note prior to the P.L.C. Delivery Date; such principal payments shall be paid only pursuant to the terms of the Note.

The Trustee shall notify the Rating Agency at least thirty (30) days prior to the maturity of the respective C.L.C.s of a proposed extension of such maturity date of the C.L.C.s.

The Trustee shall disburse such remaining monies on deposit in the Project Fund for purchase of the P.L.C. only upon delivery of the P.L.C. or such other evidence of issuance of the P.L.C. as G.N.M.A. provides under its book-entry system of securities transactions.

On the P.L.C. Delivery Date, amounts remaining in the Project Fund after purchase of the P.L.C. shall be transferred to the Bond Fund for the redemption of the Bonds as set forth in Section 301(a)(ii) hereof. The Trustee shall transfer for cancellation pursuant to the book-entry system all C.L.C.s held by it in exchange for the P.L.C.. Notwithstanding such transfer by the Trustee of the C.L.C.s, all such C.L.C.s shall remain registered in the name of the Trustee and continue to be enforceable by the Trustee until such time as the Trustee has received delivery of the P.L.C.

(d) The Trustee shall not be required to acquire a G.N.M.A. Security unless it may receive funds for such acquisition under the terms and conditions of the Investment Agreement and unless the G.N.M.A. Security pays interest at the Pass-Through Rate and, in the case of the P.L.C., matures no later than \_\_\_\_\_, 204\_\_\_\_. The G.N.M.A. Security shall be registered in the name of the Trustee or its designee.

(e) If the P.L.C. is not delivered by the P.L.C. Delivery Date, as such date may be extended pursuant to Section 403(c), the Trustee shall redeem all C.L.C.s held by it upon their maturity and use the funds derived therefrom, together with the proceeds remaining in the Project Fund and transferred to the Bond Fund pursuant to Section 403(c), to redeem Bonds as provided in Section 301(a)(i) on \_\_\_\_\_ 20, 200\_\_, or, if the P.L.C. Delivery Date is extended, on the next earliest date possible for the redemption of Bonds.

(f) The Trustee shall compare the G.N.M.A. Security or its book-entry form with the G.N.M.A. prospectus relating to the G.N.M.A. Security and G.N.M.A. Guaranty Agreement provided by the G.N.M.A. Issuer to assure delivery of the correct

G.N.M.A. Security.

Section 404. Bond Fund.

(a) There shall be established and maintained by the Trustee in the Bond Fund three (3) Accounts -- the General Account, the Optional Redemption Account and the Seasoned Funds Account. The Trustee shall deposit into the General Account of the Bond Fund (i) the amounts required by Section 402 hereof, (ii) all amounts received by the Trustee from or with respect to the G.N.M.A. Security (other than payments on the G.N.M.A. Security resulting from optional prepayments of the Mortgage Loan) and (iii) investment earnings on amounts held by the Trustee hereunder. The Trustee shall deposit into the Optional Redemption Account of the Bond Fund all payments on the G.N.M.A. Security resulting from optional prepayments of the Mortgage Loan.

(b) The Trustee shall apply amounts on deposit in the General Account (i) first, to pay the portion of the purchase price of each C.L.C. and the P.L.C. representing accrued and unpaid interest, (ii) second, to pay the principal of and interest on the Bonds as the same becomes due; (iii) third, to pay the fees and expenses of the Trustee (not in excess of the amount set forth in Section 707 hereof); and (iv) fourth, to pay the cost (in an amount not to exceed [Two Thousand Five Hundred Dollars (\$2,500)] for each five (5) year period, commencing upon the date of issuance of the Bonds) of a rebate analyst required to be retained pursuant to Article III of the Arbitrage Compliance Agreement. If and to the extent the amount on deposit in the General Account exceeds the amount required under clauses (ii) to (iv) above as of any Interest Payment Date, such excess to the extent it exceeds \$\_\_\_\_\_ shall be applied to the redemption of Bonds in accordance with Section 301(a)(iv) hereof.

(c) The Trustee shall apply amounts on deposit in the Optional Redemption Account to the optional redemption of Bonds pursuant to Section 301(c) hereof, provided that the Trustee shall not send any notice of redemption or apply such amounts for such purpose unless and until the Trustee is in receipt of an opinion of bankruptcy counsel to the effect that the amounts to be applied to the optional redemption of the Bonds will not be subject to an automatic stay or avoidance as a preferential transfer in the event of an Act of Bankruptcy.

(d) The G.N.M.A. Security shall be held at all times for the benefit of the Bond Fund. If the Trustee does not receive a payment on the G.N.M.A. Security when due by the close of business on the sixteenth (16<sup>th</sup>) day of any month, the Trustee shall immediately notify and demand payment from G.N.M.A.. The Trustee shall demand payment from G.N.M.A. for all C.L.C.s held by it upon their maturity (as such maturity may be extended pursuant to Section 403(c)) in return for payment of their principal amount.



(e) The Trustee shall deposit into the Seasoned Funds Account of the Bond Fund and in subaccounts thereof, which the Trustee shall establish, for each such payment, without commingling the same with any other amounts in the Bond Fund, all amounts representing payments made to the Trustee by the Borrower for deposit therein as specified by the Borrower. Monies on deposit in the Seasoned Funds Account which represent Seasoned Funds shall be applied only to pay the premium, if any, on the Bonds as the same shall become due and payable by redemption. Such monies shall be paid to the Bondholders only if they constitute Seasoned Funds.

(f) The Trustee shall transfer to the Rebate Fund from the Bond Fund the amounts, if any, required pursuant to the Arbitrage Compliance Agreement.

(g) The G.N.M.A. Security must be registered in the name of the Trustee or the participant acting on behalf of the Trustee at the depository for such book-entry designation at the time of purchase of the G.N.M.A. Security by the Trustee and the Trustee or the participant acting on behalf of the Trustee shall have a first-lien position perfected security interest in the G.N.M.A. Security.

(h) The Trustee shall be or shall become a member of the Federal Reserve System, and the G.N.M.A. Security, if in book-entry form, shall be held under the Federal Reserve System.

#### Section 405. Reserve Fund.

The Trustee shall deposit into the Reserve Fund (i) the amounts required by Section 402(b) hereof, and (ii) any additional amounts required by the provisions of the Indenture to be deposited therein.

The Trustee shall apply amounts on deposit in the Reserve Fund on each Interest Payment Date or any Redemption Date to pay or provide for the payment of the principal of, premium, if any, or interest on the Bonds becoming due and payable, whether at maturity or by prior redemption, on such date, and for which sufficient monies are not yet available for such purpose in the Bond Fund.

On the Business Day after the first Interest Payment Date occurring after the later of (i) \_\_\_\_\_ 20, 200\_\_, and (ii) the P.L.C. Delivery Date (as such date shall be extended pursuant to Section 403(c), all amounts on deposit in the Reserve Fund in excess of \$\_\_\_\_\_ shall be paid to the Borrower; provided, however, that the Issuer shall first receive any amounts (including, but not limited to, amounts due under any loans from the Issuer to the Borrower) due from the Borrower.

Section 406. Costs Of Issuance Fund.

The Trustee shall deposit into the Costs of Issuance Fund any amounts deposited with the Trustee by the Borrower for deposit into the Costs of Issuance Fund.

The Trustee shall apply amounts on deposit in the Costs of Issuance Fund to pay costs of issuance of the Bonds pursuant to the written direction of the Borrower filed with the Trustee. Any amounts remaining in the Costs of Issuance Fund on \_\_\_\_\_, 20\_\_, shall be transferred to the Bond Fund, except that, with respect to such amounts remaining on the Cost of Issuance Fund that do not constitute Bond Proceeds, such amounts shall be applied toward any amounts due to the Issuer by the Borrower.

Section 407. Rebate Fund.

The purpose of the Rebate Fund is to facilitate compliance with Section 148(f) of the Code. Any Rebate Amount (as defined in the Arbitrage Compliance Agreement) deposited in such Fund shall be for the sole benefit of the United States of America and shall not be subject to the lien of the Indenture or to the claim of any other person, including, without limitation, the Bondholders and the Issuer. The requirements of this Section 407 are subject to, and shall be interpreted in accordance with, Section 148(f) of the Code and the Treasury Regulations applicable thereto (the "Regulations") and shall apply except to the extent the Trustee is furnished with an opinion of Bond Counsel or other satisfactory evidence that the Regulations contain an applicable exception.

Promptly at the end of each five (5) year period after the dated date of the Bonds and also upon the retirement of the Bonds, the Trustee shall provide the Borrower with a statement of earnings on funds and accounts held under this Indenture during any period not covered by a prior statement. Each statement shall include the purchase and sale prices of each investment, if any (including any commission paid thereon which shall be separately stated if such information is available), the dates of each investment transaction, information as to whether such transactions were made at a discount or premium and such other information known or reasonably available to the Trustee as the Borrower or rebate analyst shall reasonably require. If so requested by the Borrower at any time, the Trustee shall create within the Bond Fund separate accounts for purposes of accounting for earnings on amounts attributable to the Bonds.

The Trustee shall promptly transfer to the Rebate Fund each amount required to be deposited therein pursuant to the written direction of the Borrower or the rebate analyst pursuant to the Arbitrage Compliance Agreement, first from earnings in the Project Fund, and, second, to the extent amounts in the Project Fund are insufficient, from revenues which have been deposited into the Bond Fund and earnings thereon. To the extent that the amount to be deposited into the Rebate

Fund exceeds the amount which can be transferred from such funds, the Trustee shall promptly notify the Borrower and an amount equal to such deficiency shall be paid promptly by the Borrower to the Trustee for deposit into the Rebate Fund.

The Borrower and the Trustee, on behalf of the Issuer, shall keep such records as will enable them to fulfill their respective responsibilities under this Section 407 and Section 148(f) of the Code, and the Borrower shall engage a rebate analyst as may be necessary in connection with such responsibilities. The Trustee, to the extent furnished to it, will retain records of all calculations performed by the rebate analyst until six (6) years after the retirement of the last obligation of the Bonds. The fees and expenses of the rebate analyst shall be paid by the Borrower pursuant to the Financing Agreement to the extent amounts provided hereunder are insufficient for such purpose. For purposes of the computation of the Rebate Amount required under the Arbitrage Compliance Agreement, the Trustee shall make available to the Borrower and the Issuer during normal business hours all information in the Trustee's control which is necessary to such computations.

#### Section 408. Investment Of Funds.

The Trustee is hereby directed to enter into the Investment Agreement. Any monies held as part of any fund created in this article and not able to be invested pursuant to the Investment Agreement shall be invested or reinvested by the Trustee in Qualified Investments at the written or telephonic direction of the Authorized Borrower Representative, such telephonic direction to be promptly confirmed in writing. Such monies may only be invested in Qualified Investments which mature or are subject to redemption or repurchase at par plus accrued interest at the option of the Trustee (i) on or prior to the date or dates on which the Trustee anticipates that cash funds will be required, or (ii) within six (6) months of the date of investment. The investments so made and earnings thereon shall be held by the Trustee and shall be deemed at all times to be a part of the fund in which such monies were held; provided that for purposes of investment monies held in any of the funds established hereunder may be commingled. The Trustee is directed to sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund shall be insufficient to cover a proper disbursement from any fund. The Trustee shall incur no liability resulting from any investments made pursuant to this section.

The Trustee may make any and all investments permitted by this section through its own bond or investment department, unless otherwise directed in writing by the Authorized Borrower Representative.

#### Section 409. Custody Of Funds; Monies To Be Held In Trust.

The funds created under this Indenture shall be in the custody of the Trustee in

its trust capacity hereunder; and the Issuer authorizes and directs the Trustee to withdraw monies from said funds for the purposes specified herein, which authorization and direction the Trustee hereby accepts. All monies required to be deposited with or paid to the Trustee under any provision of this Article IV shall be held by the Trustee in trust, and except for monies held in the Rebate Fund or deposited with or paid to the Trustee for the redemption of Bonds, notice of redemption of which has been duly given, shall while held by the Trustee constitute part of the security for the Holders and be subject to the lien hereof.

#### Section 410. Final Balances.

Upon final payment of all principal of, premium, if any, and interest on the Bonds, and upon satisfaction of all claims against the Issuer hereunder, including the payment of all fees, charges and expenses of the Trustee which are due and payable hereunder, or upon the making of adequate provision for the payment of such amounts, as permitted hereby, and after satisfaction of all of the Borrower's obligations under the Financing Agreement, all money and securities remaining hereunder shall be remitted to the Issuer.

#### Section 411. Nonpresentment Of Bonds.

In the event any Bond shall not be presented for payment when the principal thereof becomes due in whole or in part, whether at maturity, at the Redemption Date or otherwise, or a check or draft for interest is uncashed, if funds sufficient to pay such Bonds shall have been made available to the Trustee for the benefit of the Holder or Holders thereof, all liabilities of the Issuer to the Holder thereof for the payment of such Bond, as the case may be, shall thereupon cease and be completely discharged, and it shall be the duty of the Trustee to hold such funds for a period of six (6) years after maturity of all Bonds, without liability for interest thereon, in a separate account in the Bond Fund for the benefit of the Holder of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. After the expiration of such six (6) year period, the Trustee shall return said funds to the Issuer upon its written request and the Holder or Holders of any such unrepresented Bond shall be entitled to payment of said Bond only from said funds held by the Issuer. The obligation of the Trustee under this section to pay any such funds to the Issuer shall be subject to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

*Article V.*

*General Covenants And Representations.*

Section 501. Payment Of Principal Or Redemption Price Of And Interest On Bonds.

The Issuer shall promptly pay or cause to be paid the principal or redemption price of, and the interest on, every Bond issued hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only out of revenues available therefor under this Indenture. The Issuer hereby designates the principal corporate trust office of the Trustee as the place of payment for the Bonds.

Section 502. Instruments Of Further Assurance.

The Issuer and the Trustee shall do, execute, acknowledge and deliver, such indentures supplemental hereto, and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all its interest in the property herein described and the revenues, receipts and other amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds paid solely from the Trust Estate. Any and all interest in property hereafter acquired which is of any kind or nature herein provided to be and become subject to the lien hereof shall and without any further conveyance, assignment or act on the part of the Issuer or the Trustee, become and be subject to the lien of this Indenture as fully and completely as though specifically described herein, but nothing contained in this sentence shall be deemed to modify or change the obligations of the Issuer under this section.

Section 503. Recordation And Filing.

Pursuant to the Financing Agreement, the Borrower shall cause financing statements with respect to the Trust Estate described in this Indenture to be at all times filed in such manner and in such places if required by law in order to fully preserve and protect the rights of the Issuer and the Trustee hereunder and to perfect the security interest created by this Indenture in the Trust Estate described herein. To the extent possible under applicable law, as in the effect in the jurisdiction(s) in which the Trust Estate is located, the Borrower will maintain the priority of the security interest herein created in the Trust Estate as a first lien thereon, and warrant, protect, preserve and defend its interest in the Trust Estate and the security interest of the Trustee herein and all rights of the Trustee under

this Indenture against all actions, proceedings, claims and demands of all Persons, all paid for by the Borrower.

#### Section 504. No Modification Of Security.

The Issuer shall not, without the written consent of the Trustee, alter, modify or cancel, or agree to consent to alter, modify or cancel any agreement which relates to or affects the security for the Bonds. The Trustee shall not consent to any change in the maturity of the G.N.M.A. Security or the Note, except as provided in Sections 403(c), 507 and Article VIII hereof.

#### Section 505. Reports.

The Trustee shall furnish annually, to the Borrower (which shall furnish copies thereof to H.U.D.), the G.N.M.A. Issuer and any Bondholder who requests copies thereof and furnishes an address to which such reports and statements are to be sent, copies of (a) any reports furnished to the Trustee with regard to the Project and (b) annual statements of the Trustee with regard to fund balances. The Trustee shall be reimbursed by the Borrower for its reasonable costs in preparing any such statements.

#### Section 506. Tax Covenants.

(a) Subject in all cases to Section 4.1 of the Financing Agreement, the Issuer, to the extent that it has control over any of the following proceeds or payments, and the Trustee, to the extent that it has discretion with respect to investment of such proceeds, covenant and agree that they will not take any action or fail to take any action with respect to the investment of the proceeds of any Bonds issued under this Indenture or with respect to the payments derived from the security pledged hereunder or from the Financing Agreement which would result in constituting the Bonds "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code. The Issuer and the Trustee further covenant and agree that they will comply with and take all actions required by the Arbitrage Compliance Agreement. The Trustee shall cause to be prepared all rebate calculations required to be performed pursuant to the Arbitrage Compliance Agreement.

(b) Subject in all cases to Section 4.1 of the Financing Agreement, the Issuer covenants that it shall not use or cause the use of any proceeds of Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take or cause to be taken any other action or actions, or fail to take any action or actions, which would result in interest on any of the Bonds becoming includable in

gross income of any holder thereof. The Issuer further covenants that it shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Issuer on the Bonds shall be excluded from the gross income of the recipients thereof for federal income tax purposes.

Section 507. Concerning The G.N.M.A. Security.

(a) The Trustee shall defend its rights in and to the G.N.M.A. Security for the benefit of the Bonds against the claims and demands of all Persons whomsoever.

(b) The Trustee shall not sell or otherwise dispose of the G.N.M.A. Security for an amount less than the amount sufficient, together with other amounts held under this Indenture, to provide for the payment of the Bonds in accordance with Article IX hereof.

(c) The Trustee shall not consent to any sale, modification or amendment of the G.N.M.A. Security without (i) notifying the Rating Agency of any proposed sale, modification or amendment, and (ii) obtaining the express written consent of one hundred percent (100%) of the Holders of the Bonds.

*Article VI.*

*Default Provisions And Remedies  
Of Trustee And Holders.*

Section 601. Events Of Default.

Each of the following shall be an "Event of Default":

(a) default in the due and punctual payment of any interest on any Bond; or

(b) default in the due and punctual payment of the principal of or premium, if any, on any Bond whether at the stated maturity thereof, or on proceedings for redemption thereof, or on the maturity thereof by declaration; or

(c) default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bonds; or

(d) the occurrence and continuation of an event of default under the Financing Agreement of which the Trustee has actual notice or of which the Trustee is deemed to have notice pursuant to Section 704(i) hereof.

The Trustee and the Issuer agree that notwithstanding the provisions hereof, no default under the terms of this Indenture shall be construed as resulting in a default under the Mortgage Loan Documents unless such event also constitutes a default thereunder.

#### Section 602. Acceleration.

Upon the occurrence of an Event of Default described in Section 601(a) or (b) hereof, and provided that the Mortgage Loan shall have been paid in full as certified by the G.N.M.A. Issuer to the Trustee, the Trustee may, and upon the written request of the holders of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding shall, by notice in writing delivered to the Borrower and the Issuer, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable and such principal and interest shall thereupon become and be immediately due and payable.

#### Section 603. Rights Of Holders.

If any Event of Default shall have occurred and be continuing, then the Trustee may and, if requested so to do by the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds affected by such default, and if indemnified as provided herein, the Trustee shall:

(a) by mandamus or other suit, action or proceeding at law or in equity require the Issuer to perform its covenants and duties under this Indenture;

(b) bring suit upon the Bonds;

(c) by action or suit in equity require the Issuer to account for its actions as if it were the trustee of an express trust for the holders of the Bonds;

(d) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the holders of the Bonds;

(e) take any action to enforce its remedies under the Financing Agreement; or

(f) take such other steps to protect and enforce its rights and the rights of the holders of the Bonds, whether by action, suit or proceeding in aid of the execution of any power herein granted or for the enforcement of any other appropriate legal



or equitable remedy.

#### Section 604. Rights Of Holders To Direct Proceedings.

Subject to the provisions of Section 608 hereof, the Holders of a majority in principal amount of the Bonds shall have the right at any time, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions with the enforcement of the terms and conditions of this Indenture for the benefit of the Bonds, or for the appointment of a receiver or any other proceedings hereunder for the benefit of the Bonds, in accordance with the provisions of law and of this Indenture.

#### Section 605. Waiver By Issuer.

Upon the occurrence of an Event of Default, to the extent that such right may then lawfully be waived, neither the Issuer nor anyone claiming through or under it shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereinafter in force, in order to prevent or hinder the enforcement of the Indenture; and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisal and redemption to which it may be entitled under the laws of the State.

#### Section 606. Application Of Monies.

All monies received by the Trustee or a receiver pursuant to any right given or action taken pursuant to a default under Section 601(a) or (b) hereof and all monies in the possession of the Trustee shall, after payment of the cost and expenses of any proceedings resulting in the collection of such monies and after payment of the fees and expenses of the Trustee, its agents and attorneys, be deposited in the Bond Fund; and all monies in the Bond Fund shall be applied, together with the other monies held by the Trustee hereunder, except the Rebate Fund, as follows:

(a) Unless the principal of all the Bonds shall have become due and payable or have been declared due and payable, all such monies shall be applied:

First -- to the payment to the Persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege except as to any difference in the respective rates of

interest specified in the Bonds;

Second -- to the payment to the Persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which money shall be held pursuant to Section 411 of this Indenture) whether at maturity or by call for redemption, in the order of their due dates and beginning with the earliest such due date, with interest on such Bonds from the date upon which they become due and, if the amount available shall not be sufficient to pay in full principal of, premium, if any, and interest on the Bonds due on any particular date, together with such interest, then to the payment thereof ratably, according to the amount of the principal, interest, and premium, if any, due on such date, to the Persons entitled thereto without any discrimination or privilege;

Third -- to the payment of any unpaid fees and expenses of the Issuer and the G.N.M.A. Issuer;

Fourth -- to the payment to G.N.M.A. of any amounts due and owing to G.N.M.A.; and

Fifth -- to the Issuer.

(b) If the principal of all the Bonds shall have become due and payable or shall have been declared due and payable, all such monies shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of premium over principal or interest or of principal or interest over premium or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal, premium, if any, and interest, to the persons entitled thereto without any discrimination or privilege except as to any difference in the respective Interest Rates specified in the Bonds.

Whenever monies are to be applied pursuant to the provisions of this section, such monies shall be applied at such times, and from time to time as the Trustee shall determine, having due regard to the amount of such monies available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such monies and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to

the Trustee for appropriate endorsement or for cancellation if fully paid.

#### Section 607. Remedies Vested In Trustee.

All rights of action, including the right to file proof of claims, under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds, and any recovery of judgment shall be for the benefit as provided herein of Holders of the Outstanding Bonds.

#### Section 608. Remedies Of Holders.

No Holder of any Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of any provision of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless: (a) a default shall have occurred of which the Trustee shall have been notified as provided herein; (b) such default shall have become an Event of Default; (c) the Holders of at least twenty-five percent (25%) in aggregate principal amount of the Outstanding Bonds shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (d) such Holders shall have offered to the Trustee indemnity as provided herein; and (e) the Trustee shall within sixty (60) days thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding, and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts under this Article VI, and to any action or cause of action for the enforcement of this Indenture, or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture or the rights of any other Holders of the Bonds or to obtain priority or preference over any other Holders (other than as provided herein) or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Holders of Bonds. Nothing contained in this Indenture shall, however, affect or impair the right of any Holder to enforce the payment of the principal of, the premium, if any, and interest on any Bond at the maturity thereof or the obligation of the Issuer to pay the principal of, premium, if any, and interest on the Bonds issued hereunder to the respective Holders thereof, at the time, in the place, from the sources and in the manner expressed in said Bonds.

#### Section 609. Termination Of Proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the Trust Estate herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

#### Section 610. Waivers Of Events Of Default.

The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds upon the written request of the Holders of a majority of the Outstanding Bonds; provided, however, that there shall not be waived (a) any default in the payment of the principal of any Bonds at the date of maturity specified therein, or upon proceedings for mandatory redemption, or (b) any default in the payment when due of the interest or premium on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds on overdue installments of interest or all arrears of payments of principal or premium, if any, when due (whether at the stated maturity thereof or upon proceedings for mandatory redemption) as the case may be, and all fees, costs, and expenses of the Trustee, in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereto.

#### Section 611. Notice Of Defaults; Opportunity Of The Issuer, The Borrower And The G.N.M.A. Issuer To Cure Defaults.

Anything herein to the contrary notwithstanding no default under subsection (c) of Section 601 hereof (other than a default occasioned by the nonpayment of money) shall constitute an Event of Default until (i) actual notice of such default by registered or certified mail shall have been received by the Trustee, and a notice of default shall have been given by the Trustee or by the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Outstanding Bonds to the Borrower, the G.N.M.A. Issuer and the Issuer, and (ii) the Borrower and the Issuer shall have had with respect to a default under such subsection (c), thirty (30) days after receipt of such notice, to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be

corrected within the applicable period, and thereafter, with respect to a default described in such subsection (c), the G.N.M.A. Issuer shall have had thirty (30) days to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if a default under such subsection (c) be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Borrower, the Issuer or the G.N.M.A. Issuer, as the case may be, within the applicable period and diligently pursued until the default is corrected.

With regard to any alleged default concerning which notice has been given to the Borrower under the provisions of this section, the Issuer hereby grants the Borrower full authority for the account of the Issuer to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

In the event the Issuer fails to perform any of its covenants or obligations under this Indenture, the Borrower shall have the right to perform such covenants or obligations and the Issuer hereby consents to such fulfillment and waives any right it may have to interfere therewith.

## *Article VII.*

### *The Trustee.*

#### Section 701. Certain Duties And Responsibilities.

(a) Except during the continuance of an Event of Default:

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether they conform to the requirements of this Indenture.

(b) In case an event of default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this subsection (c) shall not be construed to limit the effect of subsection (a) of this section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with directions received pursuant to Section 604 or the direction of the Holders of a majority in principal amount of Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(d) No provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(e) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this section.

#### Section 702. Notice Of Default.

Within thirty (30) days after the occurrence of any default hereunder of which the Trustee is deemed to have notice hereunder, the Trustee shall transmit by first class mail, to the Holders of all Bonds then Outstanding notice of such default hereunder known to the Trustee, unless such default shall have been cured or waived prior thereto; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bond when due, the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Bonds. For the purpose of this section the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

### Section 703. Required Reporting.

The Trustee shall provide to the Rating Agency (with copies to the Issuer and the Borrower):

(a) notice of any of the following events: (i) any G.N.M.A. Security is sold (except for the exchange of the C.L.C.s for the P.L.C.), (ii) a partial prepayment is made on any G.N.M.A. Security, (iii) the Investment Agreement is amended or replaced by a new Investment Agreement, (iv) the Bonds are no longer Outstanding in accordance with Article IX hereof, (v) this Indenture or any Mortgage Loan Document is amended in accordance with Article VIII hereof, and (vi) the appointment of any successor Trustee or co-trustee.

(b) notice of the initial acquisition by the Trustee of (i) the initial G.N.M.A. Security, and (ii) the P.L.C. (within thirty (30) days of such acquisition);

(c) a copy of any notices sent to the G.N.M.A. Issuer, F.H.A. or G.N.M.A. after the Trustee has become entitled to claim any benefits under the G.N.M.A. Security; and

(d) such other information as the Rating Agency may reasonably request from time to time (i) in connection with its ongoing surveillance of the rating on the Bonds and (ii) in order to maintain the rating on the Bonds.

### Section 704. Certain Rights Of Trustee.

Except as otherwise provided in Section 1001. hereof:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document conforming to the requirements, if any, of this Indenture, and believed by it to be genuine, and to have been signed or presented by the proper party or parties;

(b) any Request or Statement of the Issuer mentioned herein shall be sufficiently evidenced by an order or Request of the Issuer signed by an Authorized Issuer Representative and any resolution or ordinance of the governing body of the Issuer may be sufficiently evidenced by a Certificate of the Issuer;

(c) any notice, request, direction, election order or demand of the Borrower mentioned herein shall be sufficiently evidenced by an instrument purporting to be signed in the name of the Borrower by an Authorized Borrower Representative (unless other evidence in respect thereof be herein specifically prescribed);

(d) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a Certificate of the Issuer;

(e) the Trustee may consult with counsel, architects and engineers and other experts, and the written advice of such counsel, architects or engineers and other experts shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(f) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of the Bonds pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(g) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such fact or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, the G.N.M.A. Issuer and the Borrower, including the Project, personally or by agent or attorney;

(h) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder whether directly or by or through agents or attorneys, but the Trustee shall be responsible for any misconduct or negligence on the part of any agent or attorney so appointed;

(i) the Trustee shall not be required to take notice or be deemed to have notice of any default hereunder (except for any default due to the Trustee's failure to make any of the payments required to be made by Article IV hereof) unless the Trustee shall be specifically notified in writing of such default by the Issuer or the Holders of at least twenty-five percent (25%) in principal amount of Bonds affected thereby; and

(j) all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee at the Notice Address referred to in Section 101 hereof.



Section 705. Not Responsible For Recitals Or Issuance Of Bonds.

The recitals contained herein and in the Bonds, except the certificates of authentication, shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Bonds.

Section 706. Trustee May Hold Bonds.

The Trustee in its individual or any other capacity may become the owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.

Section 707. Compensation.

The Trustee may on each Interest Payment Date reimburse itself as provided in Section 404 hereof for all reasonable expenses, disbursements and advances incurred or made by the Trustee in performing its obligations in accordance with any provision of this Indenture (including the compensation and the expenses and disbursements of any Paying Agent, separate Trustee or co-trustee, its agents and counsel) provided, however, the Trustee's compensation under this Section 707 shall be one hundred twenty-five thousandths percent (.125%) of the outstanding principal amount of the Bonds, but not less than \$\_\_\_\_\_ in any year, plus \$\_\_\_\_\_ annually for its services as dissemination agent (reduced pro rata to the extent of the extraordinary mandatory redemption prior to maturity of Outstanding Bonds), including its services as dissemination agent under the Continuing Disclosure Agreement, which amount shall reduce ratably if and to the extent of the optional or extraordinary redemption of Bonds.

Any amounts payable to the Trustee in excess of the amounts specified in the preceding paragraph shall be paid by the Borrower in accordance with Section 4.7 of the Financing Agreement and not from funds held under this Indenture.

Section 708. Successor Trustee.

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party shall, ipso facto, be and become successor Trustee hereunder and vested with all title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act,

deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 709. Resignation By The Trustee.

The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving sixty (60) days written notice by registered or certified mail to the Issuer and to each Holder of the Bonds then Outstanding; provided that no such resignation shall take effect until a successor Trustee shall have been appointed and shall have accepted such appointment as provided in Section 711. If no successor Trustee shall have been appointed and have accepted appointment within sixty (60) days following the giving of all required notices of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 710. Removal Of The Trustee.

The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee and the Issuer, and signed (a) by the Holders of a majority of the Bonds Outstanding at the time, or (b) with the concurrence of the Issuer, by the G.N.M.A. Issuer, provided, that such removal shall not be effective until all reasonable fees and expenses of the Trustee have been paid in full, and provided, further, that the Trustee shall continue to serve as Trustee hereunder until a new Trustee has been appointed.

Section 711. Appointment Of Successor Trustee By The Holders; Temporary Trustee.

In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Holders of a majority of the principal amount of the Outstanding Bonds, with the consent of the Borrower, which consent shall not be unreasonably withheld, by an instrument or concurrent instruments in writing signed by such Holders, or by their duly authorized attorneys; provided, nevertheless, that in case of vacancy the Issuer, with the consent of the Borrower, which consent shall not be unreasonably withheld, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by such Holders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the trustee so appointed by such Bondholders.

Section 712. Concerning Any Successor Trustee.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, and upon payment of all amounts due such predecessor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers, trusts, duties and obligations of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and money held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by a successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this article, shall be filed and/or recorded by the successor Trustee in any recording office where the Indenture shall have been filed and/or recorded. Any such successor Trustee shall be bound by all of the provisions hereof, including but not limited to Section 707 hereof. Every such Trustee appointed pursuant to the provisions of this section shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State, having a reported capital and surplus of not less than Ten Million Dollars (\$10,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 713. Trustee As Paying Agent And Bond Registrar; Additional Paying Agents.

The Trustee is hereby designated and agrees to act as Paying Agent and Registrar for and in respect to the Bonds.

The Issuer from time to time may appoint one (1) or more additional Paying Agents and, in the event of the resignation or removal of any Paying Agent, successor Paying Agents. Any such additional Paying Agent or successor Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Issuer and the Trustee a written acceptance thereof.

Section 714. Successor Trustee As Trustee, Paying Agent And Bond Registrar.

In the event of a change in the office of Trustee, the predecessor Trustee which shall have resigned or shall have been removed shall cease to be Trustee and Paying Agent on the Bonds and Bond Registrar, and the successor Trustee shall become such Trustee, Paying Agent and Bond Registrar.

Section 715. Co-Trustee Or Separate Trustee.

At any time, but subject to compliance with all applicable regulations, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located or for the purpose of enforcing any provisions of this Indenture or the Financing Agreement, the Issuer and the Trustee shall have power to appoint an additional Person as a co-trustee or separate trustee, and upon the request of the Trustee or of the Holders of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds the Issuer shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint such Person to act as co-trustee of all or any part of the Trust Estate, and to vest in such Person or institution, in such capacity, such title to the Trust Estate, or any part thereof, and such rights, powers, duties, trusts or obligations as the Issuer and the Trustee may consider necessary or desirable, subject to the remaining provisions of this section.

If the Issuer shall not have made such appointment with thirty (30) days after the receipt by it of a request to do so, or in case an event of default shall have occurred and be continuing, the Trustee alone shall have the power to make such appointment.

The Trustee, the Issuer and the Borrower shall execute, acknowledge and deliver all such instruments as may be reasonably required by any such co-trustee or separate trustee for more fully confirming such title, rights, powers, trusts, duties and obligations to such co-trustee or separate trustee.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) the Bonds shall be authenticated and delivered, and all rights, powers, trusts, duties and obligations by this Indenture conferred upon the Trustee in respect of the custody, control or management of money, papers, securities and other personal property shall be exercised solely by the Trustee;

(b) all rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon or exercised or performed by the Trustee, or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee,

except to the extent that under the law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or separate trustee;

(c) any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking or the refraining from taking of such action by such co-trustee or separate trustee;

(d) any co-trustee or separate trustee to the extent permitted by law may delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise;

(e) the Trustee at any time by an instrument in writing with the concurrence of the Issuer may accept the resignation of or remove any co-trustee or separate trustee appointed under this section and in case an Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of or remove any such co-trustee or separate trustee without the concurrence of the Issuer, and, upon the request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery, and performance of all instruments and agreement necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this section;

(f) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder;

(g) any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing executed by the Holders and delivered to the Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee; and

(h) any money, paper, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

Upon the acceptance in writing of such appointment, any such co-trustee or separate trustee shall be vested with such title to the Trust Estate or any part thereof, and with such rights, powers, duties, trusts or obligations as shall be specified in the instrument of appointment jointly with the Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee and the Issuer.

In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, the title to the Trust Estate and all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the manner herein provided.

Section 716. Representation By Trustee.

The Trustee hereby represents and warrants that as of the date of execution of this Indenture:

- (a) it is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into and perform its obligations under this Indenture;
- (b) this Indenture has been duly authorized, executed and delivered by it; and
- (c) to the best of the Trustee's knowledge, the execution of this Indenture by the Trustee does not violate laws, statutes, ordinances, regulations or agreements which are binding on the Trustee.

Section 717. Interpretation Of Intent.

The Trustee, in exercising its authority under this Indenture, may interpret the intent of the parties hereunder. In exercising such authority, the Trustee shall be held to a reasonable fiduciary standard subject to Section 701 hereof.

*Article VIII.*

*Supplemental Indenture.*

Section 801. Supplemental Indentures Not Requiring Consent Of Bondholders.

The Issuer and the Trustee, without the consent of or notice to any of the Bondholders, may enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof or materially adverse to the interest of the Holders of the Bonds for any one (1) or more of the following reasons:

- (a) to cure any ambiguity or formal defect or omission in this Indenture;
  - (b) to subject to the lien and pledge of this Indenture additional revenues, properties or collateral;
  - (c) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;
  - (d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or under any state securities laws;
  - (e) to permit the Trustee to comply with any obligations imposed upon it by law;
  - (f) to achieve compliance of this Indenture with any applicable federal securities or tax laws or state securities laws;
  - (g) to maintain the exclusion from gross income for federal income taxation of interest on the Bonds;
  - (h) to obtain, improve or maintain the rating on the Bonds from any nationally recognized securities rating agency so long as such change does not affect the interest rates, maturities or redemption provisions of the Bonds and does not, in the opinion of Bond Counsel, adversely affect the exclusion from gross income for federal income taxation of interest on the Bonds; or
- (a) in connection with any other change in this Indenture which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondholders.

The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental indenture have been effected in compliance with the provisions of this article.

#### Section 802. Supplemental Indentures Requiring Consent Of Bondholders.

With the consent of the Holders of not less than two-thirds (2/3) in aggregate principal amount of the Outstanding Bonds, the Trustee, from time to time, may enter into supplemental indentures for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this article contained shall permit, or be construed as permitting without the consent

of the Holders of one hundred percent (100%) of the Bonds outstanding: (a) an extension of the stated maturity or a reduction in the principal amount or reduction in the rate, or extension of time of payment of interest on, or reduction of any premium payable on the redemption of, any Bonds; (b) the creation of any lien on the Trust Estate prior to or on a parity with the lien of this Indenture; (c) a reduction in the amount of the Bonds, the Holders of which are required to approve any such supplemental indenture, without the consent of the Holders of all Bonds at the time Outstanding which would be affected by the action to be taken; (d) the modification of the rights, duties or immunities of the Trustee without the consent of the Trustee; (e) a privilege or priority of any Bond over any other Bonds; (f) any reduction in the Borrower's obligations under the Note; (g) any amendment to Section 507 or Article VIII hereof or (h) any action which may result in the denial of the exclusion of interest on the Bonds from gross income for federal income taxation.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed, postage prepaid, to all Bondholders. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty (60) days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the Holders of not less than two-thirds ( $\frac{2}{3}$ ) in aggregate principal amount of each series of Outstanding Bonds at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no Holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith. The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental indenture have been effected in compliance with the provisions of this article.

Anything herein to the contrary notwithstanding, a supplemental indenture under this article which affects any rights of the Borrower shall not become effective unless and until the Borrower shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture to be mailed by certified or registered mail to the Borrower at least fifteen (15) days prior to the proposed date of execution and delivery of any supplemental indenture. The Borrower shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or



objection thereto signed by or on behalf of the Borrower on or before the close of business of the Trustee on the fifteenth (15<sup>th</sup>) day after the mailing of said notice and a copy of the proposed supplemental indenture.

Section 803. Amendments To Financing Agreement Not Requiring Consent Of The Bondholders.

The Issuer and the Borrower, without the consent of the Bondholders, may enter into any amendment, change or modification to the Financing Agreement as shall not be inconsistent with the terms of the Financing Agreement or materially adverse to the interests of the Holder of the Bonds for any one (1) or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in the Financing Agreement;
- (b) to grant to or confer upon the Issuer or the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may be lawfully granted to or conferred upon the Issuer or the Trustee or any of them;
- (c) to maintain the exclusion from gross income for federal income taxation of interest of the Bonds;
- (d) to obtain, improve or maintain the rating on the Bonds so long as such change does not affect the interest rates, maturities or redemption provision of the Bonds and does not, in the opinion of Bond Counsel, adversely affect the exclusion from gross income for federal income taxation of interest on the Bonds; or
- (e) in connection with any other change which, in the judgement of the Trustee, is not to the prejudice of the Trustee or the Bondholders.

The Trustee may rely upon an opinion of counsel as conclusive evidence that such amendment, change or modification has been affected in compliance with the provisions of this article.

Section 804. Amendments To Financing Agreement Requiring Consent Of Bondholders.

With the consent of the Holders of not less than two-thirds (2/3) in aggregate principal amount of the Bonds at the time Outstanding, the Issuer, the Trustee and

the Borrower may from time to time enter into amendments, changes and modifications to the Financing Agreement for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained therein; provided, however, that no such amendment, change or modification shall permit or be construed as permitting: (a) any adverse affect on the security for the Bonds, (b) a reduction in the amount of Bonds, the Holders of which are required to approve any such amendment, change or modification without the consent of Holders of all Bonds at the time Outstanding which would be affected by the action to be taken; or (c) any action which may result in the denial of the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

If at any time, the Borrower or the Issuer shall request the consent of the Trustee to any such amendment, change or modification of the Financing Agreement, the Trustee shall, upon being satisfactorily indemnified by the Borrower with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided above with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty (60) days following the giving of such notice the Holders of not less than two-thirds ( $\frac{2}{3}$ ) in aggregate principal amount of Outstanding Bonds at the time of the execution of any such amendment, change or modification shall have consented to and approved the execution thereof as described above, no Holder of any Bond shall have any right to object to the terms and provisions contained therein, or to the operation thereof, or in any manner to question the propriety of the execution thereof or to enjoin or to restrain the Issuer or the Trustee from consenting to the execution thereof. The Trustee may rely upon an opinion of counsel as conclusive evidence that such amendment, change or modification has been effected in compliance with the provisions of this article.

#### Section 805. Modification Of Mortgage Loan Documents.

Nothing contained herein or in the Financing Agreement shall limit or impair the right of the G.N.M.A. Issuer to require or agree to any amendment, change or modification of the Mortgage Loan Documents for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provision contained therein, or in regard to matters or questions arising under said Mortgage Loan Documents so long as any such amendment, change or modification shall not adversely affect the payment terms of, or the security for, the Bonds.

*Article IX.**Satisfaction And Discharge Of Indenture.*

## Section 901. Discharge Of Lien.

If the Issuer shall pay or cause to be paid to the Holders of the Bonds the principal, interest and premium, if any, to become due thereon at the times and in the manner stipulated therein and herein, and shall have paid all fees and expenses of the Trustee, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, then these presents and the estate and rights hereby granted shall, at the option of the Issuer, cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy the lien hereof, shall reconvey to the Issuer the estate hereby conveyed, and shall assign and deliver to the Borrower any interest in property at the time subject to the lien of this Indenture which may then be in its possession, except amounts held by the Trustee for the payment of principal of and interest and premium, if any, on the Bonds.

All Outstanding Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the first (1<sup>st</sup>) paragraph of this section if, under circumstances which, in the opinion of Bond Counsel, do not cause interest on the Bonds to be includable in gross income for federal income purposes, the following conditions shall have been fulfilled: (a) in case any of the Bonds are to be redeemed on any date prior to their maturity, the Issuer shall have given to the Trustee, in form satisfactory to it, irrevocable instructions to mail, as provided in Article III hereof, notice of redemption of such bonds on said date; and (b) there shall be on deposit with the Trustee either money or direct non-callable obligations of, or non-callable obligations guaranteed by, the United States of America in an amount sufficient, as certified to the Trustee by independent public accountants of national standing, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds on and prior to the redemption date or maturity date thereof, as the case may be. Upon satisfaction and discharge of this Indenture as aforesaid, the Trustee shall provide notice of such discharge by first class mail to Holders of all Bonds Outstanding, provided that for any Bonds subject to optional redemption within ninety (90) days of the discharge of this Indenture no such notice need be given.

Section 902. Survival Of Certain Provisions.

Notwithstanding the foregoing, any provisions of this Indenture which relate to the maturity of Bonds, interest payments and dates thereof, optional and mandatory redemption provisions, credit against mandatory sinking fund requirements, exchange, transfer and registration of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, the holding of monies in trust, and repayments of monies in funds held hereunder, and the duties of the Trustee and the Registrar in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee, the Registrar, the Paying Agent and the Holders notwithstanding the release and discharge of this Indenture. The provisions of this article shall survive the release, discharge and satisfaction of this Indenture.

*Article X.*

*Miscellaneous.*

Section 1001. Consents And Other Instruments Of Bondholders.

Any consent, request, direction, approval, waiver, objection, appointment or other instrument required by this Indenture to be signed and executed by the Bondholders may be signed and executed in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken under such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such instrument acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or association or a member or partner of a partnership on behalf of such corporation, association or partnership, such affidavit or certificate shall also constitute sufficient proof of his authority.

(b) The ownership of Bonds shall be proven by the Bond Register.

(c) Any request, consent or vote of the Holder of any Bond shall bind every future Holder of any Bond issued in exchange therefor or in lieu thereof, in respect of anything done or permitted to be done by the Trustee or the Issuer pursuant to such request, consent or vote.

(d) In determining whether the Holders of the requisite amount of the principal amount of the Bonds then Outstanding have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned by the Issuer or the Borrower or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with the Issuer or the Borrower shall be disregarded and deemed not to be Outstanding for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver. Only Bonds which the Trustee knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds, In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

#### Section 1002. Limitation Of Rights.

With the exception of rights herein expressly conferred, nothing expressed or implied in this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Borrower and the Holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions hereof.

#### Section 1003. Severability.

If any provision of this Indenture shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one (1) or more phrases, sentences, clauses or sections in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof

Section 1004. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given three (3) days after deposit by first-class mail, except any notice specifically required to be given by certified or registered mail shall be deemed given three (3) days after being mailed by certified or registered mail, postage prepaid, and any notice dispatched by messenger, facsimile or telegram, addressed to the Notice Address of the person to whom such notices, certificates or other communications are given shall be deemed given when delivered.

Section 1005. Payments Due On Saturdays, Sundays And Holidays.

In any case where the date of maturity of interest on or principal of the Bonds, or the date fixed for redemption of any Bonds, shall be a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 1006. Counterparts.

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

Section 1007. Situs Of Contract.

The State shall be deemed to be the situs of contract for all purposes of this Indenture.

Section 1008. No Recourse.

No recourse shall be had for the principal of, redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or the Financing Agreement against any past, present or future official, officer or employee of the Issuer, as such, either directly or through the Issuer or any successor, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the Financing Agreement and the issuance of the Bonds.

#### Section 1009. Successors And Assigns.

All the covenants and representations contained in this Indenture, by or on behalf of the Issuer, shall bind and inure to the benefit of its successors and assigns, whether expressed or not.

#### Section 1010. Books, Records And Accounts.

The Trustee agrees to keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relating to the receipt, disbursements, investment, allocation and application of the proceeds received from the sale of the Bonds, the revenues received in connection with the G.N.M.A. Security, the revenues received from the Funds created pursuant to this Indenture and all other money held by the Trustee hereunder. The Trustee shall make such books, records and accounts available for inspection by the Issuer or the Holder of any Bond during reasonable hours and under reasonable conditions.

#### Section 1011. H.U.D. And G.N.M.A. Requirements To Control.

Notwithstanding anything in this Indenture to the contrary, the provisions of this Indenture and the Financing Agreement are subject and subordinate to the National Housing Act, all applicable H.U.D. insurance regulations and related administrative requirements and the Mortgage Loan Documents and all applicable G.N.M.A. regulations and related administrative requirements; and in the event of any conflict between the provisions of this Indenture or the Financing Agreement and the provisions of the National Housing Act, any applicable H.U.D. regulations, related administrative requirements and the Mortgage Loan Documents, any applicable G.N.M.A. regulations and related administrative requirements, the said National Housing Act, H.U.D. regulations, related administrative requirements and Mortgage Loan Documents, and the said G.N.M.A. regulations and related administrative requirements shall be controlling in all respects.

#### Section 1012. H.U.D. Regulations.

Notwithstanding anything in this Indenture to the contrary, the Issuer, its designee or any person shall not and cannot acquire or succeed to a General Partner's interest as a general partner in the Borrower or exercise a General Partner's rights or powers as such general partner unless and until the Issuer, its designee or any person first complies with all H.U.D. requirements pertaining to transfers of physical assets and received H.U.D.'s written preliminary approval. Prior to satisfying the requirements pertaining to transfers of physical assets neither the Issuer, its designee nor any person will assert any claim or interest in the H.U.D. Project (H.U.D. Project Number 071-[\_\_\_\_]) by reasons of the provisions of

this Indenture.

In Witness Whereof, The parties hereto have caused this Indenture to be duly executed and their respective corporate seals to be hereunto affixed and attested, all as of the date and year first above written.

City of Chicago

By: \_\_\_\_\_  
Chief Financial Officer

[Seal]

Attest:

\_\_\_\_\_  
City Clerk

[Trustee],  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

[Seal]

Attest:

\_\_\_\_\_  
Authorized Signatory

(Sub)Exhibit "A" referred to in this Trust Indenture reads as follows:



(Sub)Exhibit "A".  
(To Trust Indenture)

*Form Of Bond.*

United States Of America

State Of Illinois

City Of Chicago

Multi-Family Housing Revenue Bond  
(51<sup>st</sup> And King Drive Apartments),  
Series 2002 (F.H.A. Insured/G.N.M.A.).

Principal Amount:

Number [RA-1]

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

Maturity Date

Dated Date

Interest Rate

C.U.S.I.P. Number

\_\_\_\_\_, \_\_\_\_

\_\_\_\_\_, 1, 2002

\_\_\_\_\_%

\_\_\_\_\_

Registered Owner: Cede & Co.

Principal Amount: \_\_\_\_\_ Dollars

The City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, hereby promises to pay (but only from the revenues and other assets and in the manner hereinafter described) to the Registered Borrower specified above or registered assigns (the "Holder") (subject to any right of prior redemption provided for in the Indenture referred to below), on the Maturity Date set forth above, the principal amount set forth above and to pay interest on said principal amount until said principal amount shall have been fully paid, at the rate per annum specified above, payable on each June 20 and December 20, commencing December 20, 2002 (the "Interest Payment Dates"). This Bond will bear interest from the most recent Interest Payment Date to which

interest has been paid or, if no interest has been paid, from \_\_\_\_\_ 1, 2002. Principal of, premium, if any, and interest on this Bond are payable, without deduction for exchange, collection or service charges, in lawful money of the United States of America. Principal is payable at the principal corporate trust office of [Trustee], in the City of Chicago, Illinois, or its successors in trust (the "Trustee") upon presentation and surrender of this Bond. The interest so payable on any Interest Payment Date shall be calculated on a thirty (30) day month, three hundred sixty (360) day year basis, and shall, subject to certain exceptions provided in the Indenture referred to below, be paid to the Holder in whose name this Bond is registered at the close of business on the fifteenth (15<sup>th</sup>) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Payment of interest shall be made by check or draft mailed on that Interest Payment Date to the Holder hereof at the close of business on the Regular Record Date at the address shown on the registration records for the Bonds kept by the Trustee; provided, however, that payment of interest on any Interest Payment Date shall be made by wire transfer to the Holder as of the close of business on the Regular Record Date upon written notice of such wire transfer address in the continental United States by such Holder to the Trustee given prior to such Regular Record Date (which notice may provide that it will remain in effect until revoked), provided that such wire transfer shall only be made 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 Regular Record Date relating to such Interest Payment Date. If any interest is not timely paid or duly provided for, the Trustee is required to establish a Special Record Date for the payment of that overdue interest to the Holders as of that Special Record Date. Notice of the Special Record Date shall be mailed to Holders not less than ten (10) days prior thereto. So long as this Bond is restricted to being registered in the registration books of the Issuer in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of principal of, premium, if any, and interest on this Bond.

This Bond is one of a duly authorized series of bonds of the Issuer designated as its Multi-Family Housing Revenue Bonds (51<sup>st</sup> and King Drive Apartments), Series 2002 (F.H.A. Insured/G.N.M.A.), in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds"), pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and pursuant to the ordinance adopted by the Issuer on \_\_\_\_\_. The Bonds are issued under and are equally and ratably secured as to principal, premium, if any, and interest by a Trust Indenture dated as of \_\_\_\_\_ 1, 2002, from the Issuer to the Trustee (the "Indenture"), to which Indenture and all indentures supplemental thereto (copies of which are on file at the office of the Trustee) reference is hereby made. By the acceptance of this Bond, the Holder hereof assents to all of the provisions of the Indenture.

The Bonds are limited obligations of the Issuer payable solely from funds, monies and securities held by the Trustee under the Indenture and amounts derived under the Financing Agreement (as defined in the Indenture), including amounts derived

from the G.N.M.A. Security described herein.

The Bonds, together with premium, if any, and interest thereon, do not constitute an indebtedness, liability, general or moral obligation or a pledge of the faith or loan of credit of the Issuer, the State of Illinois, or any political subdivision of the State of Illinois within the meaning of any constitutional or statutory provisions. Neither the Issuer, the State of Illinois nor any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto except from the revenues and assets pledged with respect thereto. Neither the faith and credit nor the taxing power of the United States of America, the Issuer, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication shall have been signed by the Trustee.

The Bonds are being issued by the Issuer for the purpose of financing a F.H.A.-insured mortgage loan (the "Mortgage Loan") to be made to King Preservation, L.P., an Illinois limited partnership (the "Borrower"), for the purpose of financing a portion of the cost of acquiring, constructing and equipping a multi-family residential project situated in the City of Chicago and known as the "51<sup>st</sup> and King Drive Apartments".

To secure payment of principal of and interest on the Bonds, the Borrower has arranged for the acquisition by the Trustee of fully modified mortgage-backed securities (the "G.N.M.A. Security") to be issued by Midland Loan Services, Inc. (the "G.N.M.A. Issuer"), which will be guaranteed as to timely payment of principal and interest by the Government National Mortgage Association ("G.N.M.A.").

The Bonds are subject to mandatory redemption prior to maturity on the earliest practicable date for which notice of redemption can be given by the Trustee pursuant to the Indenture, unless otherwise provided, at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date without premium (i) as a whole on [March 20, 2003] (or such later date as shall be permitted under the Indenture) if the P.L.C. (as defined in the Indenture) is not delivered to the Trustee by the P.L.C. Delivery Date (or such later date as shall be permitted under the Indenture), (ii) in part after delivery of the P.L.C. to the Trustee from amounts on deposit in the Project Fund created pursuant to the Indenture; (iii) as a whole or in part, if the Trustee receives payments on the G.N.M.A. Security exceeding regularly scheduled payments of principal and interest thereon (other than optional prepayments of the Mortgage Loan), including payments representing (A) casualty insurance proceeds, condemnation awards or other amounts applied

to the prepayment of the Mortgage Loan following a partial or total destruction or condemnation of the Project, (B) mortgage insurance proceeds or other amounts received with respect to the Mortgage Loan following the acceleration thereof upon the occurrence of an event of default thereunder, (C) a prepayment of the Mortgage Loan required by applicable rules, regulations, policies and procedures of F.H.A. or G.N.M.A. (including the possible exercise by H.U.D. of its right to override the prepayment and premium provisions of the Mortgage Note following an event of default thereunder if H.U.D. determines that prepayment of the Mortgage Loan will avoid a mortgage insurance claim and is therefore in the best interest of the Federal government), or (D) prepayments on the G.N.M.A. Security derived from prepayments on the Mortgage Loan made by the Borrower without notice or prepayment penalty while, under the supervision of a trustee in bankruptcy; or (iv) on any date on or after the P.L.C. Delivery Date, in the event and to the extent funds on deposit in the Bond Fund on any Interest Payment Date exceed \$\_\_\_\_\_. If less than all the Bonds then outstanding shall be called for redemption, Bonds to be redeemed shall be selected as provided in the Indenture and within any maturity by lot in multiples of Five Thousand Dollars (\$5,000).

Bonds maturing on or after [December 20, 2012], are also subject to redemption in whole or in part on the earliest practicable date for which notice of redemption can be given by the Trustee pursuant to the Indenture at the option of the Issuer at the direction of the Borrower, at any time on or after [\_\_\_\_\_ 20, 2012], from payments on the G.N.M.A. Security representing optional prepayments on the Mortgage Loan or any other source, at the redemption prices (expressed as percentages of their principal amount) set forth in the table below plus accrued interest to the redemption date:

| Redemption Dates                     | Redemption Prices |
|--------------------------------------|-------------------|
| _____ 20, 201[2] to _____ 19, 201[3] | 101%              |
| _____ 20, 201[3] and thereafter      | 100%              |

Bonds maturing on [December 20], 20\_\_ and [December 20], 20\_\_, are subject to mandatory redemption prior to maturity by lot, at a redemption price of par, plus accrued interest to the Redemption Date, from mandatory Sinking Fund Installments which are required to be made in amounts sufficient to redeem or pay on [December 20] of each year specified below the respective principal amount of such Bonds specified for each such date, as hereinafter set forth:

Bonds Maturing December 20, 20\_\_

Bonds Maturing December 20, 20\_\_

| Year | Principal<br>Amount | Year | Principal<br>Amount |
|------|---------------------|------|---------------------|
|------|---------------------|------|---------------------|

[See Indenture]

Bonds subject to scheduled mandatory redemption as set forth above shall be subject to pro rata reduction of such scheduled mandatory redemption payments to the extent that such Bonds are redeemed prior to maturity otherwise than pursuant to such scheduled mandatory redemption.

Except as otherwise provided in the Indenture, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the Holder of each Bond to be redeemed at the address of such Holder as shown on the Trustee's registration records. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Failure to duly give such notice by mail or any defect therein shall not affect the validity of the proceedings for the redemption of any Bond or Bonds. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the Holder receives notice.

The Holder 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 thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Neither the Issuer nor the Borrower shall be liable for an acceleration of the Bonds or payment of additional interest thereon in the event that interest on the Bonds is declared or becomes includable in gross income for federal income tax purposes.

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

This Bond is transferable by the Holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture upon

payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same maturity and interest rate and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Bonds are issuable only as registered Bonds without coupons in denominations of Five Thousand Dollar (\$5,000) principal amount, and any integral multiple thereof. Subject to the limitations of the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to such exchange, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity and interest rate of other authorized denominations.

The principal hereof may be declared or may become due on the conditions and in the manner and at the time set forth in the Indenture upon the occurrence of an event of default as provided in the Indenture.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any trustee, officer or employee, as such, past, present or future, of the Issuer or any successor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released. The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

Unif. Gift Min. Act \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust.) (Minor)

under Uniform Gifts to Minors Act

\_\_\_\_\_  
(State)

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

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

It is hereby certified, recited and declared that all facts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the issuance of this Bond, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

In Witness Whereof, The Issuer has caused this Bond to be duly executed in its name by the manual or facsimile signature of its Mayor under its official seal, or a facsimile thereof, and attested by the manual or facsimile signature of its City Clerk, all as of \_\_\_\_\_ 1, 2002.

City of Chicago

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

[Seal]

Attest:

\_\_\_\_\_  
City Clerk

Certificate Of Authentication.

This Bond is one of the Bonds issued under the provisions of and described in the

within-mentioned Indenture.

[Trustee],  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

Dated:

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 if 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.

[Form Of Assignment]

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

\_\_\_\_\_  
[Name and Address of Assignee]

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ to transfer the 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.

Notice: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

*Exhibit "C".*  
(To Ordinance)

*Financing Agreement*

*Between*

*City Of Chicago*

*And*

*[Trustee],*  
*As Trustee*

*And*

*King Preservation, L.P.,*  
*An Illinois Limited Partnership, As Borrower*

*Dated As Of \_\_\_\_\_ 1, 2002.*

This Financing Agreement (the "Agreement") dated as of \_\_\_\_\_ 1, 2002, by and among the City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), King Preservation, L.P., an Illinois limited partnership (the "Borrower"), and [Trustee], a national banking association, as trustee (the "Trustee") under that certain Trust Indenture dated as of \_\_\_\_\_ 1, 2002, from the Issuer to the Trustee securing the Bonds described below (the "Indenture").

*Witnesseth:*

For and in consideration of the mutual covenants and representations hereinafter contained, the parties hereto agree as follows:

*Article I.*

*Definitions.*

Section 1.1 Definitions.

Terms used in this Agreement and defined in the Indenture shall have the meanings given to such terms in the Indenture. In addition, unless otherwise expressly provided herein, or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below:

"Authorized Representative" means a representative of the Borrower, as appropriate, authorized to perform any act or discharge any duty under this Agreement.

"Bond Counsel" means a firm of attorneys of recognized expertise on the subject of the exemption from federal income taxes of interest on bonds of states and political subdivisions.

"Bonds" means the Issuer's \$\_\_\_\_\_ aggregate principal amount of Multi-Family Housing Revenue Bonds (51<sup>st</sup> and King Drive Apartments), Series 2002 (F.H.A. Insured/G.N.M.A.), issued pursuant to the Ordinance and the Indenture and secured by the Indenture.

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

"F.H.A." means the Federal Housing Administration, an organizational unit within H.U.D.

"F.H.A. Loan Documents" means, collectively, the mortgage note, the mortgage, the H.U.D. regulatory agreement and all other documents and instruments executed and delivered in connection with the initial or final endorsement of the mortgage loan by F.H.A. for mortgage insurance.

"General Partners" means, (i) King Preservation of Illinois, L.L.C., an Illinois limited liability company, the sole member of which is National Housing Trust -- Enterprise Preservation Corporation, a District of Columbia not-for-profit corporation, and (ii) Chicago Community Development Corporation, an Illinois not-for-profit corporation, and their successors and assigns.

"H.U.D." means the United States Department of Housing and Urban Development.

"H.U.D. Regulatory Agreement" means the regulatory agreement to be executed by the Borrower and H.U.D. with respect to the project.

"Managing General Partners" means, (i) King Preservation of Illinois, L.L.C., an Illinois limited liability company, the sole member of which is National Housing Trust -- Enterprise Preservation Corporation, a District of Columbia not-for-profit corporation, and (ii) Chicago Community Development Corporation, an Illinois not-for-profit corporation, and their successors and assigns.

"Mortgage" means the mortgage executed by the Borrower, as mortgagor to secure the mortgage loan.

"Mortgage Insurance" means the mortgage insurance with respect to the mortgage loan issued by F.H.A. under Section 221(d)(4) of the National Housing Act.

"Mortgage Loan" means the mortgage loan with respect to the project endorsed for Mortgage Insurance by F.H.A. pursuant to Section 221(d)(4) of the National Housing Act of 1934, as amended.

"Mortgage Note" means the promissory note executed by the Borrower, as mortgagor to evidence the Mortgage Loan.

"Permitted Encumbrances" means, as of any particular date, those encumbrances approved by F.H.A. in connection with the initial endorsement of the Mortgage Note for Mortgage Insurance.

"Project" means a multi-family housing development consisting of approximately ninety-six (96) units located generally at 5035 South Dr. Martin Luther King, Jr. Drive, and bounded on the west by South Dr. Martin Luther King, Jr. Drive, on the south by East 51<sup>st</sup> Street, on the east by South Washington Park Court and on the north by East 50<sup>th</sup> Street within the City of Chicago, Illinois, acquired, rehabilitated and equipped with the proceeds of the Mortgage Loan.

"Project Fund" means the project fund established under the Indenture for the purpose of acquiring G.N.M.A. Securities (as defined in the Indenture).

"Regulatory Agreement" means the regulatory agreement and Declaration of Restrictive Covenants dated as of \_\_\_\_\_ 1, 2002, among the Issuer, the Borrower and the Trustee.

"State" means the state of Illinois.

"Trustee" means [Trustee], in the City of Chicago, Illinois, and its successors in trust.

#### Section 1.2 Interpretation.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number, and vice versa, unless the context shall otherwise indicate. References to articles, sections and other subdivisions of this Agreement are to the articles, sections and other subdivisions of this Agreement as originally executed. The headings of this Agreement are for convenience and shall not define or limit the provisions hereof.

### *Article II.*

#### *Representations And Warranties.*

##### Section 2.1 Representations And Warranties Of Issuer.

The Issuer represents and warrants that:

(a) The Issuer is a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State. The Issuer is authorized to execute and deliver this Agreement, the Regulatory Agreement and the Indenture, and to carry out its obligations hereunder and thereunder.

(b) The Issuer has issued the Bonds for the purpose of financing a portion of the Project Costs.

(c) To the knowledge of the undersigned representatives of the Issuer, neither the execution and delivery of the Bonds, this Agreement, the Regulatory Agreement or the Indenture, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms, conditions or provisions of the Bonds, this Agreement, the Regulatory Agreement or the

Indenture conflict with or result in a material breach of any of the terms, conditions or provisions of any agreement, instrument, judgment, order, or decree to which the Issuer is now a party or by which it is bound, or constitute a material default under any of the foregoing.

## Section 2.2 Representations And Warranties Of Borrower.

The Borrower represents and warrants that:

(a) The Borrower (i) is a limited partnership duly organized and validly existing under the laws of the State, and is qualified to transact business under the laws of the State, and (ii) has the power and authority to carry on its properties and assets, and to carry out its business as now being conducted by it, and as contemplated by this Agreement, the Regulatory Agreement, the Continuing Disclosure Agreement and the F.H.A. Loan Documents.

(b) The Borrower has been duly authorized to execute and deliver this Agreement, the Regulatory Agreement, the Continuing Disclosure Agreement and the F.H.A. Loan Documents.

(c) The execution and delivery by the Borrower of this Agreement, the Regulatory Agreement, the Continuing Disclosure Agreement and the F.H.A. Loan Documents will not violate any provision of any presently existing law, rule or regulation, any order of any court or other agency or government, or any provision of any document or instrument to which the Borrower is a party the effect of which would materially and adversely affect the ability of Borrower to perform its obligations under this Financing Agreement.

(d) There is no action, suit or proceeding at law or in equity, or by or before any governmental instrumentality or other agency, now pending, or, to the best knowledge of Borrower, threatened against or affecting the Borrower, or any of the properties or rights of the Borrower, which, if adversely determined, would materially impair the right of the Borrower to carry on its business substantially as now being conducted by it, and as contemplated by this Agreement, the Regulatory Agreement, the Continuing Disclosure Agreement and the F.H.A. Loan Documents, or would materially and adversely affect the financial condition of the Borrower.

(e) The operation of the Project in the manner presently contemplated and as described in this Agreement, the Regulatory Agreement and the F.H.A. Loan Documents will not, to the knowledge of Borrower, conflict with any existing zoning, water, air pollution or other existing ordinance, order, law or regulation applicable thereto.

(f) The Borrower has filed or caused to be filed all federal, state and local tax returns which are required to be filed, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.

(g) The Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party, which default would adversely affect the Project or the Borrower's ability to perform its obligations under any agreement related to the financing of the Project.

(h) The estimated cost of acquiring, constructing and equipping the Project, inclusive of financing costs, is in excess of Eight Million Two Hundred Fifty Thousand Dollars [\$8,250,000].

(i) At least ninety-five percent (95%) of the net proceeds of the Bonds will be used to finance on-site or off-site Qualified Project Costs and such costs will have been incurred with respect to work performed or materials purchased after \_\_\_\_\_, 2002 (which date is sixty (60) days prior to the adoption of the Ordinance).

(j) At least ninety-five percent (95%) of the Project (determined separately on the basis of cost, square footage and rental value) constitutes "residential rental property" within the meaning of the Code.

(k) The average maturity of the Bonds does not exceed one hundred twenty percent (120%) of the average reasonably expected economic life of the Project determined in accordance with Section 147(b) of the Code.

(l) Neither the Borrower nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds in an amount related to the amount of the Mortgage Loan to be funded by the Issuer for the Borrower.

(m) No more than twenty percent (20%) of the net proceeds of the Bonds will be used for the acquisition of the land on which the Project is located.

(n) None of the proceeds of the Bonds will be used to provide any airplane, skybox or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, and none of the proceeds of the Bonds will be used for the acquisition of land to be used for farming or industrial park purposes.

(o) Until payment in full of all of the Bonds, unless the Trustee shall otherwise consent in writing, it will not incur, create, assume or suffer to exist any mortgage,

pledge, security interest, lien, charge or other encumbrance of any nature on the Project or the Trust Estate other than (i) any liens, taxes or other governmental charges which are not yet due and payable, (ii) any pledge relating to syndication of ownership interests in the Project, (iii) any lien, including, but without limiting the generality of the foregoing, mechanics' liens, or other liens resulting from a good-faith dispute on the part of the Borrower, which dispute the Borrower agrees to resolve diligently, or which liens are insured over by a title insurance company reasonably acceptable to F.H.A., (iv) the Mortgage Loan Documents, the Note Issuance Agreement, the Regulatory Agreement, the H.U.D. Regulatory Agreement, (v) other liens or encumbrances contemplated by the approving ordinance adopted by the Issuer in connection with the issuance of the Bonds or otherwise approved by F.H.A., and (vi) such other pledges as may be approved in writing by the Trustee.

(p) The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Agreement, that it has approved the Indenture.

(q) Borrower has not taken, or permitted to be taken on its behalf, and agrees that it will not take, or permit to be taken on its behalf, any action which would adversely affect the exclusion from gross income for federal income tax purposes of the interest paid on the Bonds, and that it will make and take, or require to be made and taken, such acts and filings as may from time to time be required under the Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, including maintaining continuous compliance with the requirements of Section 142 of the Code.

(r) If the Borrower becomes aware of any situation, event or condition which would result in the interest of the Bonds becoming includable in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the Issuer and the Trustee.

### *Article III.*

#### *Bond Proceeds.*

##### **Section 3.1 Application Of Bond Proceeds.**

In order to enable the Issuer to provide funds to finance the mortgage loan made to finance the Project, the Issuer has issued and delivered the Bonds to the purchasers thereof, and has caused to be deposited the net proceeds thereof with

the Trustee for application in accordance with the provisions of the Indenture and this Agreement.

Section 3.2 The G.N.M.A. Security; Disbursements From The Project Fund.

(a) Initial C.L.C.. The obligation of the Trustee to acquire the Initial C.L.C. on behalf of the Issuer is subject to Section 403(b) of the Indenture and receipt on, and whenever practicable, at least five (5) Business Days before, the date of acquisition of such Initial C.L.C. by the Trustee of the following documents:

- (i) the Initial C.L.C. issued to the Trustee in a principal amount not to exceed amounts available in the Project Fund as of the date of delivery of the C.L.C., bearing interest at the Pass-Through Rate, maturing on the C.L.C. Maturity Date, and delivered to the Trustee within thirty (30) days of its date of issuance (which shall be the first (1<sup>st</sup>) day of a month);
- (ii) a certificate in the form attached hereto as (Sub)Exhibit B executed by an Authorized Borrower Representative certifying, among other things, that ninety-five percent (95%) of the amount of the C.L.C. represents Qualified Project Costs, that purchase of the C.L.C. is a proper charge against the Project Fund, that the costs incurred by the Borrower are presently due and have not been previously paid or requisitioned;
- (iii) a copy of the Application for Insurance of Advances of Mortgage Proceeds pertaining to the Initial Advance, executed by the G.N.M.A. Issuer and approved by F.H.A.;
- (iv) a G.N.M.A. prospectus relating to the G.N.M.A. Security;
- (v) a copy of the executed and recorded Mortgage certified by the title company;
- (vi) a copy of the executed Mortgage Note initially endorsed by F.H.A. evidencing the Mortgage Loan;
- (vii) a copy of an ALTA Lender's Policy of title insurance issued with respect to the Project showing the Regulatory Agreement to have a priority immediately subordinate to the Mortgage and H.U.D. Regulatory Agreement and any related U.C.C. Financing Statement; and
- (viii) the original or certified copy of the executed and recorded Regulatory Agreement.



(b) Subsequent C.L.C.s. After acquisition of the Initial C.L.C. and except for the disbursement relating to the Final Advance, the Trustee shall make periodic advances of monies available in the Project Fund to the G.N.M.A. Issuer, on behalf of the Borrower, to acquire subsequent C.L.C.s, but only in accordance with the conditions of Section 403(b)(iii) of the Indenture and the terms and provisions of the Purchase and Sale Agreement and this Agreement.

The obligation of the Trustee to make interim advances to acquire subsequent C.L.C.s is further subject to the timely receipt by the Trustee of all payments due on previously delivered C.L.C.s, and is also subject to the receipt of the following documents, on or before the date any interim advance is made by the Trustee:

- (i) a certificate in the form attached hereto as, (Sub)Exhibit B executed by an Authorized Borrower Representative certifying, among other things, that ninety-five percent (95%) of the amount of the C.L.C. to be acquired represents Qualified Project Costs, that purchase of such C.L.C. is a proper charge against the Project Fund, that the costs incurred by the Borrower are presently due and payable and have not previously paid or requisitioned; and
- (ii) the relevant C.L.C.

The Trustee shall review each C.L.C. delivered to it in connection with the initial advance and each interim advance to ensure that (i) the amount of such C.L.C., when added to all previous C.L.C.s issued to the Trustee, does not exceed \$\_\_\_\_\_, (ii) such C.L.C. bears interest at the Pass-Through Rate, (iii) matures on [\_\_\_\_\_, \_\_\_\_] (unless otherwise extended pursuant to Section 403(c) of the Indenture) and (iv) such C.L.C. is delivered to the Trustee by the last day of the month in which it was issued.

(c) Delivery Of P.L.C.. The Trustee shall deliver as requested by the G.N.M.A. Issuer its authorization to cancel all C.L.C.s held by it upon issuance by the G.N.M.A. Issuer and delivery of the P.L.C. on the P.L.C. Delivery Date and upon receipt by the Trustee of a Schedule of Subscribers and G.N.M.A. Guaranty Agreement and written assurance from the G.N.M.A. Issuer that it will proceed to submit to G.N.M.A. the finally endorsed Mortgage Note; provided, however, that the C.L.C.s shall not be so canceled if the principal balance of the Mortgage Note as of the P.L.C. Delivery Date is less than the aggregate principal amount of such C.L.C.s unless the G.N.M.A. Issuer has paid to the Trustee, as a partial prepayment of such C.L.C.s, an amount equal to the difference between the then current outstanding principal balance of the Mortgage Note as of the P.L.C. Delivery Date and the aggregate principal amount of the C.L.C.s.

The obligation of the Trustee to acquire the P.L.C. is subject to Section 403(b)(iv) of the Indenture and receipt of the following documents:

- (i) written evidence from the G.N.M.A. Issuer that the P.L.C. will be issued to the Trustee in the principal amount equal to the amortized principal amount of the Mortgage Loan with a final maturity date no later than four hundred eighty (480) months from the Commencement of Amortization and in no event later than [\_\_\_\_\_, \_\_\_\_], will be dated no later than the first (1<sup>st</sup>) day of the month in which the C.L.C.s mature and will be delivered no later than the last day of the month in which it is issued and will bear interest at the Pass-Through Rate;
- (ii) the final certificate in the form attached hereto as (Sub)Exhibit B executed by an Authorized Borrower Representative certifying, among other things, that at least ninety-five percent (95%) of the amount of the P.L.C. represents Qualified Project Costs, the principal amount of the P.L.C. in excess of the aggregate principal amount of the C.L.C.s is a proper charge against the Project Fund and that the principal amount of the P.L.C. in excess of the aggregate principal amount of the C.L.C.s represents the payment of an obligation incurred by the Borrower presently due and payable and not previously paid or requisitioned;
- (iii) an executed counterpart of the Schedule of Subscribers and G.N.M.A. Guaranty Agreement and a certificate of the G.N.M.A. Issuer to the effect that (A) such Schedule of Subscribers and G.N.M.A. Guaranty Agreement has been duly authorized, executed and delivered by the G.N.M.A. Issuer, and constitutes a valid and binding obligation of the G.N.M.A. Issuer and G.N.M.A. and (B) the P.L.C. upon its issuance will constitute a valid and binding obligation of G.N.M.A., enforceable in accordance with its terms; and
- (iv) a copy of the executed and approved Application for Insurance of Advances of Mortgage Proceeds pertaining to such final advance.

### Section 3.3 Payments By Borrower.

In addition to all payments required to be made with respect to the Mortgage Note, the Borrower agrees to make the following additional payments, to the extent not paid pursuant to the Mortgage Note:

- (a) To the Trustee on the Closing Date from amounts derived from a loan to the Borrower from \_\_\_\_\_, in immediately payable federal funds: \$\_\_\_\_\_ for deposit into the Reserve Fund.
- (b) All taxes and assessments of any type or character charged to the Issuer or to the Trustee affecting the amount available to the Issuer or the Trustee to pay the principal of or interest on the Bonds or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or

levied by any public agency or governmental issuer of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Trustee; provided, however, that the Borrower shall have the right to protest any such taxes or assessments and to require the Issuer or the Trustee, at the Borrower's expense, to protest and contest any such taxes or assessments assessed or levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Issuer or the Trustee or the respective liens of the Indenture or the Mortgage.

(c) To the extent the amount on deposit in the Bond Fund pursuant to Section 404 of the Indenture is insufficient to pay the fees of the Trustee, the dissemination agent under the Continuing Disclosure Agreement or the rebate analyst, the Borrower shall, not later than five (5) days after notification from the Trustee of such deficiency, pay such amount to the Trustee, the dissemination agent or the rebate analyst, as appropriate.

(d) All fees, expenses and responsibilities of the Borrower to the G.N.M.A. Issuer or of either the Borrower or the G.N.M.A. Issuer to F.H.A. or G.N.M.A. in connection with the Mortgage Loan, which obligations shall be the obligations of the Borrower or the G.N.M.A. Issuer, as the case may be, and shall not be the obligations of the Issuer.

(e) All fees and expenses required to obtain an extension of the P.L.C. Delivery Date and the C.L.C. Maturity Date under Section 403(c) of the Indenture, and Borrower agrees to deposit with the Trustee for deposit in the Bond Fund such required amounts at the time of the request for the extension.

(f) In the event the Borrower is in default under any provision of this Agreement, the F.H.A. Loan Documents (subject to the nonrecourse, notice and cure provisions thereof) or the Regulatory Agreement, to the Issuer, the Trustee and the G.N.M.A. Issuer all reasonable fees and disbursements by such persons and their agents (including attorneys' fees and expenses) which are reasonably connected therewith or incidental thereto, except to the extent such fees and disbursements are paid from monies available therefor under the Indenture.

(g) Upon the written demand of the Trustee, to the Trustee, on behalf of the Issuer, any amount required to be rebated to the United States of America pursuant to Sections 407 and 506 of the Indenture, to the extent that funds are not available therefor under the Indenture; provided, however, that such obligation shall be payable from "Surplus Cash" (as defined in the H.U.D. Regulatory Agreement) and from no other source. If "Surplus Cash" is not available for such purpose, a general partner of the Borrower shall pay such amounts. The obligation of the general partners to make such payments shall be

a personal obligation of the Managing General Partners, and no lien or claim shall be made by such Managing General Partners against the revenues and assets of the Project except from "Surplus Cash" to the extent available. The Managing General Partners' obligation to make such payments in its personal capacity shall be evidenced by the Managing General Partners' execution and acceptance of this Agreement.

(h) Any amounts required to be paid in connection with the redemption of Bonds pursuant to Section 301 of the Indenture.

#### Section 3.4 Sufficiency Of The Project Fund.

The Issuer does not make any warranty, either express or implied, that the monies deposited under the Indenture and available for the purposes therein specified will be sufficient to pay all of the cost thereof. The Borrower agrees that if after disbursement of all the monies in the Project Fund, the Borrower should pay any cost relating to the Project, the Borrower shall not be entitled to any reimbursement therefor from the Issuer, the Trustee, or the holders of the Bonds, except to the extent the Issuer has agreed in writing.

#### Section 3.5 Investment Of Monies.

Any monies held as part of the Project Fund, the Bond Fund, the Reserve Fund or the Costs of Issuance Fund under the Indenture shall initially be invested and reinvested by the Trustee in Qualified Investments, as provided in Section 408 of the Indenture. The Borrower has reviewed those provisions of the Indenture relating to investment of funds held under the Indenture and the use of such investment earnings, and has reviewed the Trustee's proposed initial investment of funds deposited to the Project Fund, the Bond Fund, the Reserve Fund or the Costs of Issuance Fund, and hereby approves of the same. The Issuer, the Trustee and the Borrower jointly and severally covenant (to the extent of their control over such matters) that the use of the proceeds of the Bonds, including any monies held as part of any fund under the Indenture and any other amounts received by the Issuer in respect to property directly or indirectly financed with the proceeds of the Bonds, and proceeds from interest earned on the investment and reinvestment of such fund and proceeds, shall be invested or otherwise used and shall be restricted in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of issuance of the Bonds, so that the Bonds will not constitute "arbitrage bonds" within the meaning of Section 148 of the Code.

*Article IV.*

*Additional Covenants And Agreements.*

Section 4.1 F.H.A. Regulations Control.

In the event of any conflict between the provisions of this Agreement and the applicable rules and regulations of F.H.A. in effect on the date of the initial endorsement of the Mortgage Loan by H.U.D., such rules and regulations of F.H.A. shall control. In the event that the consent of F.H.A. is required by such rules and regulations in order for the Issuer or the Trustee to exercise any remedy hereunder, such consent shall be obtained prior to the exercise of such remedy.

Section 4.2 Inspections.

All equipment, buildings, plans, offices, apparatus, devices, books, contracts, records, documents and other papers relating to the Project shall at all times be maintained in reasonable condition for proper audit, and shall, upon at least forty-eight (48) hours prior written notice and during regular business hours, be subject to examination and inspection at any reasonable time by the Issuer, the Trustee or their authorized agents.

Section 4.3 Reports And Information.

At the request of the Issuer or the Trustee, their agents, employees or attorneys, the Borrower shall furnish to the Issuer and the Trustee, concurrently with delivery to F.H.A. or H.U.D., copies of any reports and information furnished to F.H.A. or H.U.D. pursuant to the F.H.A. Loan Documents. Additionally, the Borrower shall furnish to the Issuer and the Trustee, if so requested, such information as may be reasonably requested in writing from time to time relative to compliance by the Borrower with the provisions of this Agreement and the Regulatory Agreement.

Section 4.4 Assignment.

No transfer of title to the Project shall be made unless (1) F.H.A. consents to such transfer, as long as the Mortgage Loan is insured or held by F.H.A., (2) the G.N.M.A. Issuer consents to such transfer, as long as the G.N.M.A. Security is outstanding, and (3) the transferee assumes all of the duties of the Borrower under this Agreement, the Regulatory Agreement and the F.H.A. Loan Documents, provided that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation hereunder except for the General Partners'

obligations under Section 3.3(g) hereunder. Upon the assumption of the duties of the Borrower, the Borrower shall be released from all executory obligations so assumed.

#### Section 4.5 Use Of Proceeds.

The Borrower shall not take any action or omit to take any action within its control, which action or omission would in any way cause the Trustee to apply the proceeds from the sale of the Bonds in a manner contrary to that provided for in the Indenture or the F.H.A. Loan Documents.

#### Section 4.6 Indemnification.

(a) The Borrower hereby assumes liability for and at its expense agrees to indemnify, protect, have and keep harmless, the Issuer and the Trustee, their respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which arise out of or are based upon the alleged inaccuracy of information furnished to the Issuer or the Trustee by the Borrower for inclusion in the Official Statement relating to the Bonds.

(b) The Borrower will pay, and will protect, indemnify and save the Issuer harmless from and against, any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses of the Issuer), causes of action, suits, claims, demands and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to property) arising out of the following, to the extent permitted by law:

- (i) the design, rehabilitation and equipping of the Project;
- (ii) the use of the Project by the Borrower;
- (iii) violation by the Borrower of any agreement, warranty, covenant or condition of this Agreement, the Regulatory Agreement or the F.H.A. Loan Documents;
- (iv) violation by the Borrower of any other contract, agreement or restriction relating to the Project; and
- (v) violation by the Borrower of any law, ordinance, regulation or court order affecting the Project or the ownership, occupancy or use thereof.

(c) The Borrower will pay, and will protect, indemnify and save the Trustee harmless from and against, any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and expenses of the Trustee), causes of action, suits, claims, demands and judgments of whatsoever kind and nature arising out of the violation by the Borrower of any agreement, warranty, covenant or condition of the Regulatory Agreement, except when caused by the Trustee's own negligence or willful misconduct or by the joint negligence or willful misconduct of the Trustee and any other person (other than the Borrower and related entities).

(d) The Issuer or the Trustee, as the case may be, shall notify the Borrower in writing of any claim or action brought against the Issuer or the Trustee, as the case may be, in respect of which indemnity may be sought against the Borrower, setting forth the particulars of such claim or action, and the Borrower will assume the defense thereof, including the employment of counsel, and the payment of all reasonable expenses. The Issuer or the Trustee, as the case may be, may employ separate counsel in any such action and participate in the defense thereof. The fees and expenses of such separate counsel so incurred shall be at the expense of the Borrower without regard to any authorization of such employment by the Borrower.

#### Section 4.7 Fees.

Reference is hereby made to Section 707 of the Indenture which sets forth the compensation and reimbursement to which the Trustee is entitled for ordinary fees and expenses. The Borrower agrees to pay, whether out of the proceeds of the Mortgage Loan or other funds, all reasonable fees and expenses of the Trustee (to the extent not paid in accordance with Section 707 of the Indenture), the rebate analyst and the dissemination agent (including the reasonable fees and expenses of their counsel) in connection with the issuance of the Bonds and the performance of their duties in connection with the transactions contemplated hereby, including, without limitation, all costs of recording and filing, to the extent such fees and expenses are not otherwise paid from the Costs of Issuance Fund in accordance with Section 406 of the Indenture. All such amounts shall be paid directly to the parties entitled thereto for their own account as and when such amounts become due and payable. The Borrower will also pay any reasonable expenses in connection with any redemption of the Bonds. Specifically, and without limiting the foregoing, the Borrower agrees to pay to the Issuer or to any payee designated by the Issuer, within thirty (30) days after receipt of request for payment thereof, all expenses of the Issuer related to the Project and the financing thereof which are not paid from the funds held under the Indenture, including, without limitation, legal fees and expenses incurred in connection with the interpretation, performance, enforcement or amendment of any documents relating to the Project or the Bonds or in connection with questions or other matters arising under such documents.

The obligations of the Borrower under this section shall survive the termination of this Agreement and the payment and performance of all of the other obligations

of the Borrower hereunder and under the F.H.A. Loan Documents and the Regulatory Agreement.

#### Section 4.8 Establishment Of Completion Date.

Within sixty (60) days of the Completion Date, the Borrower shall furnish to the Issuer and the Trustee a certificate stating that the Project has been completed.

#### Section 4.9 Continuing Disclosure.

The Borrower hereby covenants and agrees to enter into and comply with the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Agreement, failure of the Borrower to comply with the Continuing Disclosure Agreement shall not be considered an event of default under this Agreement; however, the Trustee, at the written request of the holders of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall (only to the extent the Trustee have been provided indemnity satisfactory to it from any costs, liabilities or expenses, including reasonable fees and expenses of its attorneys), or any Bondholders may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Borrower to comply with its obligations pursuant to this Section 4.9.

#### Section 4.10 Recordation And Filing.

The Borrower shall cause financing statements with respect to the Trust Estate described in the Indenture to be at all times filed in such manner and in such places if required by law in order to fully preserve and protect the rights of the Issuer and the Trustee hereunder and to perfect the security interest created by the Indenture in the Trust Estate described herein. To the extent possible under applicable law, as in the effect in the jurisdiction(s) in which the Trust Estate is located, the Borrower will maintain the priority of the security interest herein created in the Trust Estate as a first lien thereon, and warrant, protect, preserve and defend its interest in the Trust Estate and the security interest of the Trustee herein and all rights of the Trustee under the Indenture against all actions proceedings, claims and demands of all Persons, all paid for by the Borrower.

#### Section 4.11 Purchase Of Issuer's Bonds.

The Borrower agrees that neither it, nor any related party to it, shall purchase any bonds of the Issuer in an amount related to the amount of the Mortgage Loan.



*Article V.**Events Of Default; Remedies.*

## Section 5.1 Events Of Default; Remedies.

Upon violation of any of the provisions of this Agreement by the Borrower, the Issuer or the Trustee shall give written notice thereof to the Borrower by registered or certified mail, postage prepaid, return-receipt requested. If such violation is not corrected or action commenced and diligently pursued to effect such correction to the reasonable satisfaction of the Issuer and the Trustee within thirty (30) days after the date such notice is received by Borrower, or within such further time as the Issuer or the Trustee permits, which permission shall not be unreasonably withheld, without further notice the Issuer or the Trustee may declare a default under this Agreement effective on the date of such declaration of default, and upon such default the Issuer or the Trustee may apply to any state or federal court having jurisdiction for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, or for such other relief in law or equity as may be appropriate, since the injury to the Issuer and Trustee arising from a default under any of the terms of this Agreement would be irreparable, and the amount of damage would be difficult to ascertain; provided, however, that nothing herein is intended to affect or extend any period of time established by the Mortgage or to impose any personal liability upon the Borrower or any of the partners of the Borrower or to constitute a default under the F.H.A. Loan Documents, except as provided therein.

The prevailing party in any suit, in law or equity, against the Borrower with respect to any breach of this Agreement shall be entitled to reimbursement from the other party to such suit for all attorneys' fees and disbursements of the prevailing party reasonably connected therewith or incidental thereto except, in case of fees and disbursements due the Issuer or the Trustee, to the extent such attorneys' fees are paid from monies available therefor under the Indenture.

*Article VI.**Miscellaneous.*

## Section 6.1 Notice.

All notices, certificates or other communications hereunder shall be sufficiently

given and shall be deemed given: (i) three (3) days after deposit in the United States mail and sent by first class mail, postage prepaid, or (ii) when delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If To The Issuer:

City of Chicago  
Department of Housing  
318 South Michigan Avenue  
Chicago, Illinois 60604  
Attention: Commissioner, Department of  
Housing  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

with copies to:

City of Chicago  
Office of the Corporation Counsel  
City Hall -- Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Finance and Economic  
Development Division  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

and to:

City of Chicago  
Department of Finance -- Financial  
Policy  
33 North LaSalle Street, 6<sup>th</sup> Floor  
Chicago, Illinois 60602  
Attention: Managing Deputy Comptroller  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

If To The Borrower:

King Preservation, L.P.  
In care of National Housing Trust-  
Enterprise Preservation Corporation  
1103 30<sup>th</sup> Street, N.W., Suite 400  
Washington, D.C. 20007  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

with copies to:

Chicago Community Development  
Corporation  
36 South Wabash Avenue, Suite 1310  
Chicago, Illinois 60603  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

Scott Fireison  
Pepper Hamilton, LLP  
600 14<sup>th</sup> Street, N.W.  
Washington, D.C. 20005  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

Duane Morris, LLC  
227 West Monroe Street  
Suite 3400  
Chicago, Illinois 60606  
Attention: Douglas J. Antonio  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

and to:

The Chicago Equity Fund  
1 East Superior Street, Suite 604  
Chicago, Illinois 60610  
Attention: Nicholas J. Shapiro  
Phone: (Omitted for printing purposes)  
Facsimile: (Omitted for printing  
purposes)

If To The Trustee:

[Trustee's Address]

Attention:  
Phone:  
Fax:

Copies of each notice, certificate of other communication given hereunder by any party hereto shall be given to all parties hereto.

#### Section 6.2 Successors And Assigns.

Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, premises and agreements which are contained in this Agreement shall bind the successors and assigns of the party so covenanting, promising or agreeing, and shall inure to the benefit of the successors and assigns of the other parties hereto.

#### Section 6.3 Governing Law.

This Agreement is to be construed in accordance with and governed by the laws of the State (other than the choice of law rules of the State) and, where applicable, the laws of the United States of America.

#### Section 6.4 Captions.

The section headings contained herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

#### Section 6.5 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

#### Section 6.6 Counterparts.

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

#### Section 6.7 Limited Liability Of Borrower.

The obligations of the Borrower contained in this Agreement shall be limited obligations payable solely from "Surplus Cash" (as defined in the H.U.D. Regulatory Agreement) and except as otherwise expressly provided herein, no partner of the Borrower shall have personal liability for the satisfaction of any obligation of the Borrower or claim arising out of this Agreement against the Borrower; provided that nothing herein is intended to affect the Borrower's liability under the F.H.A. Loan Documents.

Section 6.8 No Liability Of Issuer.

The Bonds are issued pursuant to Article VII, Section 6 of the 1970 Constitution of the State and pursuant to the Ordinance and shall be limited obligations of the Issuer payable solely as provided in the Indenture. No Borrower of any Bond has the right to compel any exercise of the taxing power of the Issuer to pay the principal of, interest on, or premium, if any, on, the Bonds and the Bonds shall not constitute an indebtedness of the Issuer or a loan of credit thereof within the meaning of any constitutional or statutory provisions. No covenant or agreement contained in the Indenture, the Bonds or this Agreement shall be deemed to be a covenant or agreement of any official or of any officer or employee of the Issuer in his or her individual capacity, and neither the members of the governing body of the Issuer nor any officer of the Issuer signing the Indenture, the Bonds, the Regulatory Agreement, the H.U.D. Regulatory Agreement or this Agreement shall be liable personally or be subject to any personal liability or accountability by reason of the execution thereof.

Section 6.9 Enforcement Not To Affect Mortgage Loan Or G.N.M.A. Security.

Notwithstanding any provision in this Agreement to the contrary, enforcement of this Agreement will not result in any claim under the Mortgage Loan or the G.N.M.A. Security, or claim against the Project, the Mortgage Loan proceeds, any reserve or deposit made with the Mortgagee or another Person required by H.U.D. in connection with the Mortgage Loan or the G.N.M.A. Security, or against the rents or other income from the Project (other than available "surplus cash", as defined in the H.U.D. Regulatory Agreement) for payment hereunder.

In Witness Whereof, The parties hereto have executed this Agreement and caused their corporate seals to be affixed hereto and to be attested, all as of the day and year first written above.

[Seal]

Attest:

City of Chicago

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Chief Financial Officer

7/31/2002

REPORTS OF COMMITTEES

90793

Attest:

King Preservation, L.P.  
an Illinois limited partnership

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

By: King Preservation of Illinois, L.L.C.,  
an Illinois limited liability  
company

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

Its: General Partner

By: National Housing Trust -- Enterprise  
Preservation Corporation

Its: Sole Member

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

Its: President

[Seal]

[Trustee],  
as Trustee

Attest

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

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

(Sub)Exhibit "B" referred to in this Financing Agreement reads as follows:

*(Sub)Exhibit "B".*  
(To Financing Agreement)

*Borrower's Certificate To G.N.M.A. Issuer And Trustee.*

Reference is made to that certain Financing Agreement dated as of \_\_\_\_\_ 1, 2002 (the "Financing Agreement"), by and among the City of Chicago (the "Issuer"), King Preservation, L.P., an Illinois limited partnership (the "Borrower") and [Trustee] (the "Trustee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Financing Agreement.

To induce the G.N.M.A. Issuer to consent to the disbursement under the Mortgage Loan as shown on Schedule 1 attached hereto, and to induce the Trustee to purchase a CLC or the PLC, as applicable, the undersigned represents, warrants and certifies to the G.N.M.A. Issuer and the Trustee:

(a) the costs set forth in Schedule 1 hereto are presently due and payable, have been properly incurred by the Borrower in connection with the Project being financed with the proceeds of the Mortgage Loan, are reimbursable Project Costs properly chargeable against the Mortgage Loan and have not been the basis of any previous disbursement;

(b) the costs specified in Schedule I hereto, when added to all previous disbursements under the Mortgage Loan, will result in at least ninety-five percent (95%) of the aggregate amount of all disbursements having been used to pay or reimburse the Borrower for amounts which are Qualified Project Costs;

(c) none of the costs set forth in Schedule 1 hereto are Costs of Issuance; and

(d) [For A C.L.C., Insert: at least ninety-five percent (95%) of the amount of the C.L.C. being purchased by the Trustee in reliance of this Borrower's Certificate represents Qualified Project Costs and the purchase of such C.L.C. is a proper charge against the Project Fund; and]

[For The P.L.C., Insert: at least ninety-five percent (95%) of the amount of the P.L.C. being purchased by the Trustee in reliance of this Borrower's Certificate represents Qualified Project Costs, the principal amount of the P.L.C. in excess of the aggregate principal amount of the C.L.C.s is a proper charge against the Project Fund, and the principal amount of the P.L.C. in excess of the aggregate principal amount of the C.L.C.s represents the payment of an obligation incurred by the Borrower presently due and payable and not previously paid or requisitioned; and]

(e) the Borrower is not in default under the Financing Agreement or the Mortgage Loan.

Dated: \_\_\_\_\_, 20\_\_\_\_.

King Preservation, L.P.,  
an Illinois limited partnership

By: King Preservation of Illinois, L.L.C.,  
an Illinois limited liability  
company

Its: General Partner

By: National Housing Trust -- Enterprise  
Preservation Corporation

\_\_\_\_\_  
Its: Managing Member

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

Its: President

[Schedule 1 referred to in this Borrower's Certificate  
to G.N.M.A. Issuer and Trustee unavailable  
at time of printing.]



*Exhibit "D".  
(To Ordinance)*

*Regulatory Agreement And  
Declaration Of Restrictive Covenants*

*By And Among*

*King Preservation, L.P.*

*And*

*[Trustee]  
As Trustee Under The Indenture For The Following Bonds*

*And*

*City Of Chicago,  
A Municipality And Home Rule Unit Of Government Duly  
Organized And Validly Existing Under The Constitution  
And The Laws Of The State Of Illinois*

*City Of Chicago*

*\$\_\_\_\_\_*

*Multi-Family Housing Revenue Bonds  
(51<sup>st</sup> And King Drive Apartments)  
Series 2002 (F.H.A. Insured/G.N.M.A.)*

*Dated As Of \_\_\_\_\_1, 2002.*

This Regulatory Agreement And Declaration Of Restrictive Covenants, dated as of \_\_\_\_\_ 1, 2002 (this "Agreement"), is entered into by and among King Preservation, L.P., an Illinois limited partnership, and any approved successor or assignee to its rights and obligations (the "Borrower"), [Trustee], as trustee (the "Trustee") under the Indenture, as defined in this Agreement, and the City of Chicago, a municipality and home rule unit of government duly organized and

validly existing under the Constitution and the laws of the State of Illinois (the "Issuer") under the circumstances summarized in the following recitals.

*Witnesseth:*

Whereas, The City of Chicago (the "Issuer") has authorized the issuance of its Multi-Family Housing Revenue Bonds 51st and King Drive Apartments, Series 2002 (F.H.A./Insured/G.N.M.A.) (the "Bonds"), in order to finance a portion of the costs of acquiring, constructing and equipping the Development (as defined below) and to pay certain costs of issuing the Bonds; and

Whereas, Pursuant to a financing agreement, dated as of \_\_\_\_\_ 1, 2002, among the Issuer, the Trustee and the Borrower (the "Financing Agreement"), the proceeds of the Bonds will be used to purchase from Midland Loan Services, Inc., a Delaware corporation (the "Lender") fully-modified mortgage-backed securities guaranteed by the Government National Mortgage Association ("G.N.M.A.") backed by an F.H.A.-insured mortgage loan backing such securities (the "Loan") to the Borrower, evidenced by a mortgage note (the "Mortgage Note") from the Borrower to the Lender to finance a portion of the costs of acquiring, rehabilitating and equipping a multi-family housing development consisting of approximately ninety-six (96) units located generally at 5035 South Dr. Martin Luther King, Jr. Drive, and bounded on the west by South Dr. Martin Luther King, Jr. Drive, on the south by East 51<sup>st</sup> Street, on the east by South Washington Park Court and on the north by East 50<sup>th</sup> Street within the City of Chicago, Illinois, and legally described on (Sub)Exhibit A to this Agreement (the "Real Estate") (the Real Estate and the improvements on the Real Estate are referred to individually as a "Development" and collectively as the "Development"). All twelve (12) buildings are contiguous and are treated as a single project; and

Whereas, In connection with the Loan, the Borrower has agreed to rent or lease at least forty percent (40%) of the dwelling units in the Development to families or individuals whose income is sixty percent (60%) or less of area median gross income, all for the public purpose of assisting persons of low- and moderate-income to afford the costs of decent, safe and sanitary housing; and

Whereas, The Code and the Regulations (as those terms are defined below) prescribe that the use and operation of the Development be restricted in certain respects in order to assure the continuing tax-exempt status of the interest on the Bonds, and in order to ensure that the Development will be acquired, rehabilitated, used and operated in accordance with such requirements of the Code, the Regulations and the Act, the Trustee and the Borrower have determined to enter into this Agreement in order to set forth certain terms and conditions relating to the acquisition, rehabilitation, occupancy, use and operation of the Development.

Now, Therefore, In consideration of the Loan and the mutual covenants and undertakings set forth in this Regulatory Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties covenant, agree and declare as follows:

Section 1. Definitions And Interpretations.

Except as otherwise defined in this Agreement, the terms used in this Agreement, including its preambles and recitals, shall for all purposes have the meanings specified in the preceding language of this Agreement or Article I of the Trust Indenture dated as of \_\_\_\_\_ 1, 2002, between the Issuer and the Trustee, securing the Bonds (the "Indenture"), or Article I of the Financing Agreement, unless the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used in this Agreement shall have the following meanings:

"Borrower" means King Preservation, L.P., an Illinois limited partnership, or the person or persons who shall succeed to the ownership of all or any part of the Development in accordance with the provisions of the Agreement.

"Certificate of Continuing Program Compliance" means the certificate from the Borrower in substantially the form and covering the matters set forth in (Sub)Exhibit B to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Low- and Moderate-Income Tenants" means and includes individuals or families with adjusted income, calculated in the manner prescribed in Regulation Section 1.103-8(b)(8)(v) as it shall be in effect on the date that the Bonds are issued (or, if not issued on the same date, the earliest issuance date of the Bonds), which does not exceed sixty percent (60%) of the median gross income for the area in which the Development is located, determined in a manner consistent with determinations of median gross income made under the leased housing program established under Section 8 of the United States Housing Act of 1937, as amended, or if that program is terminated, under that program as in effect immediately before termination. That determination shall include adjustments for family size. In no event, however, will the occupants of a unit of the Development be considered to be low- and moderate-income tenants if all the occupants are students, no one of whom is entitled to file a joint return for federal income tax purposes.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts and public bodies.

"Qualified Development Period" means the period beginning on the date when

the first of the Bonds is issued (which is after the date on which ten percent (10%) of the units in the Development were first occupied) and ending on the latest of the date (i) which is fifteen (15) years after the date on which at least fifty percent (50%) of the residential units in the Development are occupied, (ii) which is the first (1<sup>st</sup>) date on which no tax-exempt private activity bond issued with respect to the Development is outstanding, or (iii) on which any assistance presently provided with respect to the Development under Section 8 of the United States Housing Act of 1937, as amended, terminates.

“Regulations” means the United States Treasury Regulations promulgated with respect to the Code.

“Tenant Income Certificate” means a sworn and notarized certificate in substantially the form and covering the matters set forth in (Sub)Exhibit C to this Regulatory Agreement.

The rules of interpretation set forth in Section 102 of the Indenture shall apply equally to this Agreement. This Agreement and all of its terms and provisions shall be construed to effectuate the purposes set forth in and to sustain the validity of this Agreement.

## Section 2. The Development To Be Residential Rental Property.

The Borrower represents, agrees, covenants and warrants as follows:

(a) The Development is being acquired and rehabilitated for the purpose of providing a “qualified residential rental project” within the meaning of the Code. The Borrower shall own, manage and operate the Development as a “residential rental project” comprised of residential units and facilities functionally related and subordinate to them, in accordance with Section 142(d) of the Code and Section 1.103-8(b)(4) of the Regulations, as the same may be amended from time to time, to the extent applicable to the Bonds. Upon the completion of the rehabilitation, the Development will consist of approximately ninety-six (96) residential units located in twelve (12) contiguous buildings having the following street addresses: 404 East 51<sup>st</sup> Street, 406 East 51<sup>st</sup> Street, 405 East 50<sup>th</sup> Place, 407 East 50<sup>th</sup> Place, 5035 South Dr. Martin Luther King, Jr. Drive, 5037 South Dr. Martin Luther King, Jr. Drive, 5039 South Dr. Martin Luther King, Jr. Drive, 5041 South Dr. Martin Luther King, Jr. Drive, 5043 South Dr. Martin Luther King, Jr. Drive, 5045 South Dr. Martin Luther King, Jr. Drive, 5047 South Dr. Martin Luther King, Jr. Drive, 5049 South Dr. Martin Luther King, Jr. Drive, 5051 South Dr. Martin Luther King, Jr. Drive, 5053 South Dr. Martin Luther King, Jr. Drive, 5036 South Washington Park Court, 5038 South Washington Park Court, 5040 South Washington Park Court, 5042 South Washington Park Court, 5044 South Washington Park Court, 5046 South Washington Park Court, 5048 South Washington Park Court, 5050 South

Washington Park Court, 5052 South Washington Park Court, and 5054 South Washington Park Court, in the City of Chicago, Illinois. The Development will contain residential units and functionally related and subordinate facilities of a size and character commensurate with the size and character of the residential units, as provided in the Regulations. Acquisition, rehabilitation and equipping of the residential units and the functionally related and subordinate facilities are being funded in part by the Bonds. The buildings, when completed, will be discrete edifices or other person-made constructions with (i) independent foundations, (ii) independent outer walls, and (iii) independent roofs, each building containing one (1) or more similarly constructed units.

(b) Each residential unit in the Development does and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation.

(c) None of the residential units in the Development is or shall at any time be used on a transient basis and no portion of the Development shall ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court. No part of the proceeds of the Bonds is or will be used as an airplane, a skybox or other luxury box, a health club facility, a facility primarily used for gambling, or a store the principal business of which is the sale of alcoholic beverages for consumption off-premises. No part of the proceeds of the Bonds is or will at any time be owned by a cooperative housing corporation or other form of cooperative ownership.

(d) The Borrower shall not give preference in renting residential units in the Development to any particular class or group of persons, other than as required by the Issuer to comply with HOME regulations, if applicable, to Low- and Moderate-Income Tenants as provided in this Regulatory Agreement, to comply with eligibility standards in place as a result of the fact that the Development shall operate as a supportive living facility, to the elderly, or as otherwise required by law or by H.U.D.

(e) At no time shall the Borrower occupy a residential unit in the Development, provided that a person employed by the Borrower to assist in the management of the Development who has no ownership or other interest in the Borrower may occupy a residential unit.

(f) Any functionally related and subordinate facilities (e.g., parking garages or other areas, swimming pools, tennis courts, et cetera) which are to be included as part of the Development will be made available to all tenants on an equal basis. Fees will only be charged with respect to the use of those facilities if the charging of fees is customary for the use of such facilities and in any event, any fees charged will not be discriminatory or exclusionary as to the Low- and Moderate-Income Tenants.

### Section 3. Continuous Rental.

(a) The Borrower represents, covenants, agrees and warrants that at all times during the Qualified Development Period, each unit in the Development shall be rented or available for rental to members of the general public on a continuous basis, except as allowed by Section 2(d) above, and that it shall not grant any commercial leases or permit commercial uses for any space in the Development, except for existing or future laundry contracts related to the use of laundry facilities for tenants of the Development or upon receipt by the Trustee of an opinion of Bond Counsel, which opinion is acceptable to the Trustee, that the lease or use will not adversely affect the exclusion of interest on any of the Bonds from gross income of their holders for federal income tax purposes.

(b) The Borrower shall not make any change in use of any portion of the Development except upon approval of the Issuer or upon receipt by the Trustee of an opinion of Bond Counsel, acceptable to the Trustee, that the change will not adversely affect the exclusion of interest on any of the Bonds from gross income of their holders for federal income tax purposes.

### Section 4. Low- And Moderate-Income Tenants.

To the end of satisfying the requirements of Section 142(d)(1)(B) of the Code relating to individuals of low- and moderate-income during the Qualified Development Period, and related Regulations, the Borrower represents, covenants, agrees and warrants as follows:

(a) At all times during the Qualified Development Period, at least forty percent (40%) of the completed residential units shall be occupied by Low- and Moderate-Income Tenants. For purposes of satisfying that requirement, a unit occupied by an individual or family who at the commencement of occupancy is a Low- and Moderate-Income Tenant shall be treated as occupied by such an individual or family during their tenancy in such unit, even though that individual or family subsequently ceases to be a Low- and Moderate-Income Tenant. The preceding sentence shall, however, cease to apply to any resident whose income as of the most recent determination exceeds one hundred forty percent (140%) of the sixty percent (60%) income limitation amount if, after such determination, but before the next determination, any residential unit of comparable or smaller size in the Development is occupied by a new resident whose income exceeds that sixty percent (60%) limitation. A unit treated as occupied by a Low- and Moderate-Income Tenant shall be treated as occupied after it is vacated until reoccupied (other than for a temporary period not to exceed thirty-one (31) days), at which time the character of the unit shall be redetermined.

(b) If necessary, the Borrower shall refrain from renting residential units to

persons other than Low- and Moderate-Income Tenants in order to avoid violating the requirement that at all times during the Qualified Development Period at least forty percent (40%) of the occupied residential units in the Development shall be occupied by Low- and Moderate-Income Tenants.

(c) The Borrower shall determine annually the current income of each tenant treated as a Low- and Moderate-Income Tenant.

(d) The Borrower shall obtain a Tenant Income Certificate with respect to each occupant in the Development who is intended to be a Low- or Moderate-Income Tenant signed by the tenant or tenants (i.e., the person or persons whose names appear on the lease). The Borrower shall obtain such a Tenant Income Certificate prior to such tenant or tenants signing a lease with respect to a unit and commencing occupancy in it and also shall obtain such a Tenant Income Certificate for each subsequent year the tenant lives in the Development, signed by such person or persons and obtained at such time or times, all as may be required by applicable rules, rulings, procedures, official statements, regulations or policies now or later promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to obligations issued under Section 142(d) of the Code. The Borrower shall maintain on file all Tenant Income Certificates and upon obtaining each such Certificate shall promptly deliver a copy of it to the Trustee.

(e) The Borrower shall prepare and submit to the Trustee and the Issuer on or before the first (1<sup>st</sup>) day of each March, June, September and December of each year during the Qualified Development Period, a Certificate of Continuing Program Compliance in substantially the form attached to this Agreement as (Sub)Exhibit C executed by Borrower's Representative.

(f) The Borrower shall submit to the Secretary of the Treasury an annual certification as to whether the Development continues to meet the low- and moderate-income occupancy requirements set forth in the Code. Failure to comply with the requirements set forth in the preceding sentence shall not constitute a default under this Agreement, but may subject the Borrower to a penalty as provided in Section 6652(j) of the Code.

## Section 5. Tenants And Tenant Leases.

In addition to the requirements contained in other sections of this Agreement, the Borrower represents, covenants, agrees and warrants as follows:

(a) All tenant lists, applications, certificates and waiting lists relating to the Development shall at all times be kept separate and identifiable from any other business of the Borrower which is unrelated to the Development and shall be maintained, as required by the Issuer or the Trustee from time to time, in a

reasonable condition for proper audit and subject to examination during business hours by representatives of the Trustee. Failure to keep such lists and applications or to make them available to the Issuer or the Trustee shall be a default under this Agreement.

(b) Each tenant lease for a Low- and Moderate-Income Tenant shall require the tenant to submit annual Tenant Income Certificates and to provide further information as the Borrower may reasonably require concerning such a Tenant Income Certificate, and that a failure to comply with these requirements or the filing of a false Tenant Income Certificate shall be a violation of a substantial obligation of his tenancy. The provisions of this Section 5 shall apply throughout the Qualified Development Period.

#### Section 6. Transfer Restrictions.

During the Qualified Development Period, the Borrower shall not do any of the following: sell, transfer, assign, convey, change title to or otherwise dispose of the Development or any interest in it (other than in accordance with its partnership agreement) (a "Transfer"), in whole or in part, unless: (1) the purchaser or assignee shall execute any necessary or appropriate document reasonably requested by the Trustee with respect to assuming its obligations under this Agreement and the Financing Agreement (the "Assumption Agreement"), which document shall be recorded in the Cook County Recorder's Office; (2) the Trustee or the Issuer shall have received an opinion of Bond Counsel, which opinion is acceptable to such recipient, to the effect that such transfer will not adversely affect the exclusion of interest on any of the Bonds from gross income of their holders for purposes of federal income taxation; (3) the Borrower shall deliver to the Trustee and the Issuer an opinion of counsel to the transferee that the transferee has duly assumed the obligations of the Borrower under this Agreement and that such obligations and this Agreement are binding on the transferee; and (4) such other conditions are met as are set forth in or referred to in the Financing Agreement or as the Trustee or the Issuer may reasonably impose (upon advice of Bond Counsel) as part of the Assumption Agreement to protect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

#### Section 7. Tax-Exempt Status Of The Bonds.

The Borrower, the Issuer and the Trustee each represent, agree and warrant that to the best of their ability and knowledge:

(a) It will not take or permit, or omit to take or cause to be taken, as is appropriate, any action that would adversely affect the exclusion of the interest on the Bonds from the gross income of their holders for federal income tax purposes and, in particular, the Borrower will not permit any Person to obtain an



ownership interest in the Borrower unless, upon advice of Bond Counsel, the Trustee or the Issuer concludes that the exclusion of the interest on the Bonds from gross income for federal income tax purposes is not adversely affected by such Person obtaining such ownership interest. If it should take or permit, or omit to take or cause to be taken, any such action, it will take all lawful actions necessary to rescind or correct such actions or omissions promptly upon obtaining knowledge of them.

(b) It will take such action or actions as may be necessary, in the written opinion of Bond Counsel filed with the Trustee or the Issuer, to comply fully with all applicable rules, rulings, policies, procedures, Regulations or other official statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service pertaining to obligations the exemption of interest on which depends upon continuing compliance with Section 142(d) of the Code and the Regulations under that section.

(c) It will file or record such documents and take such other steps as are necessary, in the written opinion of Bond Counsel filed with the Trustee or the Issuer, in order to ensure that the requirements and restrictions of this Agreement will be binding upon all owners of the Development.

#### Section 8. Notice Of Noncompliance; Corrective Action.

As soon as is reasonably possible, the Borrower shall notify the Trustee and the Issuer of the existence of any situation or the occurrence of any event of which the Borrower has knowledge, the existence or occurrence of which would violate any of the provisions of this Agreement or cause the interest on the Bonds to become includable in gross income of their holders for federal income tax purposes unless promptly corrected. The Trustee shall promptly notify the Issuer of such event or situation upon receipt of notice from the Borrower. The Borrower covenants to commence appropriate corrective action within a reasonable period of time, but in no event later than thirty (30) days after such noncompliance is first discovered or should have been discovered by the exercise of reasonable diligence.

#### Section 9. Reliance; Compliance.

The Borrower recognizes and agrees that the representations, warranties, agreements and covenants set forth in this Agreement may be relied upon by all Persons interested in the legality and validity of the Bonds and in the exclusion of the interest on the Bonds from gross income of their holders for federal income tax purposes. In performing their respective duties and obligations under this Agreement, the Trustee and the Issuer may rely upon statements and certificates of the Borrower and tenants, and upon audits of the books and records of the Borrower pertaining to the Development. In addition, the Trustee may consult with

counsel, and the written opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee under this Agreement in good faith and in conformity with such opinion.

#### Section 10. Nondiscrimination.

The Borrower shall not, in the selection of tenants, in employment, in the provision of services or in any other manner, discriminate against any person on the ground of race, color, national origin, religion, creed, sex, handicap, family status or marital status or by reason of the fact that there are children in a prospective tenant's family.

#### Section 11. Term.

This Agreement shall become effective upon its execution and delivery. Unless the Trustee or the Issuer shall have received a written opinion of Bond Counsel addressed to such party to the effect that early termination of this Agreement will not adversely affect the exclusion of the interest on all of the Bonds from gross income of their holders for federal income tax purposes, this Agreement shall remain in full force and effect for a term equal to the Qualified Development Period, it being expressly agreed and understood that the provisions of this Agreement are intended to survive the retirement of the Bonds and expiration of the Indenture and the Agreement. Notwithstanding the immediately preceding sentence, this Agreement, and all and several of the terms of it, shall terminate and be of no further force and effect in the event of (x) involuntary noncompliance with the provisions of this Agreement caused by fire, seizure, requisition, foreclosure or delivery of a deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the date of this Agreement which prevents the Trustee or the Issuer from enforcing the requirements of this Agreement, condemnation or other similar event and (y) the payment in full and retirement of the Bonds within a reasonable period after that event. However, the preceding sentence shall cease to apply and the restrictions contained in this section shall be automatically reinstated if, at any time subsequent to the foreclosure or the delivery of a deed in lieu of foreclosure or similar event, the Borrower or any "related person" (within the meaning of Section 147 of the Code), obtains an ownership interest in the Development for federal income tax purposes. Upon the termination of all and several of the terms of this Agreement, the parties agree to execute, deliver and record appropriate instruments of release and discharge of the terms of this Agreement. However, the execution and delivery of such instruments shall not be a necessary prerequisite to the termination of this Agreement in accordance with its terms.

## Section 12. Covenants To Run With The Development.

The Borrower subjects the Development to the covenants, reservations and restrictions set forth in this Agreement. The Borrower declares its express intent that the covenants, reservations and restrictions set forth in this Agreement shall be deemed covenants running with the Real Estate and the Development to the extent permitted by law and shall pass to and be binding upon the successors in title to the Development throughout the term of this Agreement. Each and every contract, deed, mortgage, assignment, sublease or other instrument executed covering or conveying the Development or any portion of it shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

## Section 13. Enforcement.

If the Borrower defaults in the performance or observation of any covenant, agreement or obligation of the Borrower set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice of the default shall have been given to the Borrower by the Issuer or the Trustee, then the Issuer, or the Trustee, acting on behalf of the Bondholders or on behalf of the Issuer, shall declare an "Event of Default" to have occurred, and, at its option, may take any one (1) or more of the following steps:

- (a) by mandamus or other suit, action or proceeding at law or in equity, including injunctive relief, require the Borrower to perform its obligations and covenants under this Agreement or enjoin any acts or things which may be unlawful or in violation of the rights of the Issuer or the Trustee under this Agreement;
- (b) have access to and inspect, examine and make copies of all the books and records of the Borrower pertaining to the Development; or
- (c) take such other action at law or in equity as may appear necessary or desirable to specifically enforce, or prohibit violations of, the obligations, covenants and agreements of the Borrower under this Agreement.

The Trustee shall have the right, in accordance with this section and the provisions of the Indenture, without the consent, approval or knowledge of the Issuer or any Person to exercise any or all of the rights or remedies under this Agreement. All reasonable fees, costs and expenses of the Trustee incurred in taking any action pursuant to this section shall be the sole responsibility of the Borrower.

Notwithstanding the preceding paragraph, if the failure stated in the written notice

cannot be corrected within such thirty (30) day period, the Trustee may consent in writing to an extension of such time period, which consent shall not be unreasonably withheld, if corrective action is instituted within such thirty (30) day period and diligently pursued to completion and if such extension does not, in the Trustee's judgment, adversely affect the interests of the holders of the Bonds.

#### Section 14. Bankruptcy.

Neither the Borrower nor any permitted successor owner of the Development shall file any petition in bankruptcy or for the appointment of a receiver, or for insolvency, or for reorganization or composition, or make any assignment for the benefit of creditors or to a trustee for creditors, or permit an adjudication in bankruptcy, the taking of possession of the Development or any part of the Development under judicial process pursuant to any power of sale. However, in the case of an involuntary petition, action or proceeding for an adjudication in bankruptcy, or for the appointment of a receiver or trustee of the property of the Borrower or any other owner of the Development, not initiated by the Borrower or any other owner of the Development, the Borrower or such other owner of the Development shall have ninety (90) days after the service of such petition or the commencement of such action or proceeding, as the case may be, within which to obtain a dismissal of such petition, action or proceeding.

#### Section 15. Recording And Filing.

The Borrower shall cause this Agreement and all amendments and supplements to it to be recorded and filed in the conveyance and real property records of Cook County, Illinois. The Borrower shall pay all fees and charges incurred in connection with any such recording.

#### Section 16. Indemnification.

The Borrower shall be required and agrees to pay, indemnify and hold the Trustee, the Issuer and its respective officers, officials and employees (except for claims arising out of acts or omissions of the Trustee or the Issuer, as applicable, resulting from its gross negligence or willful misconduct) harmless from, any and all loss, damage, cost, expense, suit, judgment, action, injury or liability which they, or any of them, may suffer or incur (including, without limitation, any costs, fees and expenses, including attorneys' fees, costs and expenses) by reason of any violation of the restrictions or provisions of this Agreement.

#### Section 17. Agent Of The Trustee.

The Trustee shall have the right to appoint an agent or administrator to carry out any of its duties and obligations under this Agreement, and shall inform the other parties to this Agreement of any such agency appointment by written notice.

#### Section 18. No Conflict With Other Documents.

The Borrower warrants that it has not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions of this Agreement, and that, in any event and except to the extent expressly provided in this Agreement, the requirements of this Agreement are paramount and controlling as to the rights and obligations in this Agreement set forth and supersede any other requirements in conflict with this Agreement.

#### Section 19. Interpretation.

Any terms not defined in this Agreement, or defined as provided in this Agreement, shall have the same meaning as terms defined for purposes of Section 142(d) of the Code and in the Regulations.

#### Section 20. Amendments.

This Agreement shall be amended only by a written instrument executed by the parties to it or their successors in title, and duly recorded in the real property records of Cook County, Illinois, the county in which the Development is located. The Borrower shall pay all fees and charges incurred in connection with any such recording.

No amendment to this Agreement concerning mailers governed by the Code or the Regulations shall be effective unless there shall have been filed with the Issuer a written opinion of Bond Counsel to the effect that (a) such amendment will not cause or result in interest on the Bonds becoming includable in gross income of their holders for federal income tax purposes, and (b) compliance with the terms and provisions of the Agreement, as so amended, will be sufficient to ensure full compliance with the requirements of Section 142(d) of the Code and all then-applicable rules, rulings, policies, procedures, portions of the Regulations, or other statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service pertaining to obligations the exclusion of interest from gross income on which depends on continuing compliance with that Section 142(d).

## Section 21. Notices.

Any notice, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first (1<sup>st</sup>) day after being sent by telegram, or on the third (3<sup>rd</sup>) day after being deposited in United States registered or certified mail, return receipt requested, postage prepaid. Any such notice, demand or other communication shall be addressed to a party at its address set forth below or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance with this Agreement:

If To The Borrower,  
Addressed To It At:

King Preservation, L.P.  
In care of King National Housing Trust-  
Enterprise Preservation Corporation  
1103 30<sup>th</sup> Street, N.W., Suite 400  
Washington, District of Columbia 20007  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

with copies to:

Chicago Community Development  
Corporation  
36 South Wabash Avenue, Suite 1310  
Chicago, Illinois 60603  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

Scott Fireisan Pepper Hamilton, L.L.P.  
600 14<sup>th</sup> Street, N.W.  
Washington, District of Columbia 20005  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

Duane Morris, L.L.C.  
227 West Monroe Street, Suite 3400  
Chicago, Illinois 60606  
Attention: Douglas J. Antonio  
Phone: (Omitted for printing purposes)  
Fax: (Omitted for printing purposes)

and to:

The Chicago Equity Fund  
1 East Superior Street, Suite 604  
Chicago, Illinois 60611  
Attention: Nicholas J. Shapiro  
Phone: (Omitted for printing purposes)  
Facsimile: (Omitted for printing purposes)

If To The Issuer,  
Addressed To It At:

City of Chicago  
Department of Finance  
33 North LaSalle Street, 6<sup>th</sup> Floor  
Chicago, Illinois 60602  
Attention: Managing Deputy Comptroller  
Phone: (Omitted for printing purposes)  
Facsimile: (Omitted for printing purposes)

with copies to:

Department of Housing Developer Services  
318 South Michigan Avenue  
Chicago, Illinois 60604  
Attention: Commissioner  
Phone: (Omitted for printing purposes)  
Facsimile: (Omitted for printing purposes)

and to:

Department of Law  
City Hall, Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Finance and Economic  
Development Division  
Phone: (Omitted for printing purposes)  
Facsimile: (Omitted for printing  
purposes)

If To The Trustee,  
Addressed To It At:

[Trustee]

---

---

---

Section 22. Binding Successors.

This Agreement shall bind, and the benefits shall inure to, the respective parties to this Agreement, their legal representatives, executors, administrators, successors in office or interest, and assigns, provided that the Borrower may not assign this Agreement or any of its obligations under it without the prior written approval of the Issuer.

Section 23. Captions.

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement.

Section 24. Severability.

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

Section 25. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, other than the choice of law rules of the State of Illinois and, where applicable, the laws of the United States of America.

Section 26. Subordination.

The Borrower agrees that this Regulatory Agreement shall be and is subordinate in all respects to all applicable H.U.D. mortgage insurance regulations and related administrative requirements and to the Mortgage, and the Borrower shall, on behalf of itself, at the written request of the holder of the Mortgage, execute such



instruments as may be required to implement and evidence the subordination expressed in this Section 26. The Trustee, the Issuer and the Borrower further agree that this Agreement shall terminate if the Developments are acquired by an entity other than the Noteholder or a "related person" (within the meaning of Section 147 of the Code) thereto by foreclosure of the Mortgage, conveyance of the Developments by deed-in-lieu of foreclosure or comparable conversion of the Mortgage, such termination to be effective as of the date of such foreclosure, deed-in-lieu of foreclosure or conversion. No right or authority on the part of the Trustee or any other party which is provided by this Agreement with respect to the Developments shall survive the foreclosure, granting of a deed-in-lieu of foreclosure or comparable conversion and no such right or authority shall apply to the Developments if title is transferred pursuant to or following any such foreclosure, deed-in-lieu of foreclosure or comparable conversion.

Section 27. Conflict With Mortgage And H.U.D. Regulations; Supremacy Of Mortgage And H.U.D.

(a) Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement are subject and subordinate to the National Housing Act, all applicable H.U.D. insurance (and Section 8, if applicable) regulations and related administrative requirements, and the F.H.A. Loan Documents, and all applicable G.N.M.A. regulations and related administrative requirements; and in the event of any conflict between the provisions of this Agreement and the provisions of the National Housing Act, any applicable H.U.D. (and Section 8, if applicable) regulations, related H.U.D. administrative requirements and the F.H.A. Loan Documents, and any applicable G.N.M.A. regulations and related G.N.M.A. requirements, the said National Housing Act, H.U.D. (and Section 8, if applicable) regulations, related administrative requirements and F.H.A. Loan Documents, and the said G.N.M.A. regulations and related requirements shall be controlling in all respects.

(b) The failure on the part of the Borrower to comply with the provisions of this Agreement cannot be and will not be deemed to be the basis for a default under the F.H.A. Loan Documents.

(c) Enforcement of the provisions of this Agreement shall not result in any claim against the Developments, the proceeds of the Loan, any reserve or deposit made with the Lender or another Person required by H.U.D. in connection with the Loan, or the rents or other income from the Development other than available "Surplus Cash" (as such term is defined in the F.H.A. Regulatory Agreements).

(d) The Borrower shall not be deemed to be in violation of this Agreement if it shall take (or refrain from taking) any actions required (or prohibited) by H.U.D. pursuant to the National Housing Act, applicable H.U.D. (and Section 8, if applicable) insurance regulations, related administrative requirements, the F.H.A.

Loan Documents, applicable G.N.M.A. regulations and related G.N.M.A. requirements.

(e) This Agreement and the restrictions hereunder are subject and subordinate to the lien and security interest granted by the Mortgage. In the event of foreclosure or transfer of title by deed in lieu of foreclosure, this Agreement and the restrictions hereunder shall automatically and immediately terminate and shall thereafter be of no further force and effect.

(f) Any funds held by the Lender for or on behalf of the Borrower under the contract of mortgage insurance with F.H.A. shall be maintained separate and apart from the funds established and held by the Trustee for the owners of the Bonds and the various escrows and funds, if any, under the Indenture.

(g) This Agreement may not be amended without the prior written approval of H.U.D.

(h) The provisions of this Agreement shall inure to the benefit of H.U.D., its successors and assigns.

(i) In consideration of H.U.D.'s agreeing to insure the Loan, and in reliance by H.U.D. upon the promises of the Borrower, the Trustee and the Issuer to comply with this Agreement, H.U.D. has reserved the right to require the Issuer and the Trustee to remove or void the restrictions found in this Agreement (to the extent and only to the extent that these restrictions exceed those required by the Internal Revenue Code, as amended) upon a determination by H.U.D. that the restrictions are threatening the financial viability of the Development (i.e., impairing the Borrower's ability to sustain a level of income sufficient to meet all financial obligations of the Development (as defined in this Agreement and the F.H.A. Loan Documents)), including the debt service costs, H.U.D.-required escrows and operation expenses with respect to the Development. In the absence of the Issuer's and the Trustee's compliance with H.U.D.'s request that it remove or void restrictions, the Issuer and the Trustee expressly recognize the power of H.U.D. to take the appropriate action to unilaterally remove or void these restrictions, and agrees that H.U.D. shall not have to look any further than this Agreement for the power to remove or void said restrictions.

#### Section 28. Limited Recourse.

Notwithstanding any provisions of this Agreement to the contrary, enforcement of the provisions of this Agreement shall not result in any claim against the Development, Loan or Loan proceeds, any reserve or deposit required by the Lender, H.U.D. or G.N.M.A. in connection with the Mortgage Loan, or the rents or other income from the Developments (except to the extent of Surplus Cash available for distribution to the Borrower). Notwithstanding any other provision of this

Agreement, any monetary obligation created under this Agreement shall not be enforceable personally against the Borrower or any partner of the Borrower, their successors and assigns, or against the assets of the Borrower, its successors or assigns.

In Witness Whereof, The Trustee, the Borrower and the Issuer have each caused this Regulatory Agreement and Declaration of Restrictive Covenants to be duly executed and attested in their respective names by their duly authorized representatives, all as of the day and year first above written.

King Preservation, L.P., an Illinois limited  
partnership

By: King Preservation of Illinois, L.L.C.,  
an Illinois limited liability  
company

Its: General Partner

By: National Housing Trust-Enterprise  
Preservation Corporation

Its: Managing Member

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

Its: President

[Trustee]  
as Trustee

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

7/31/2002

REPORTS OF COMMITTEES

90815

City of Chicago

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

Its: Chief Financial Officer

Attest:

\_\_\_\_\_  
City Clerk

State of Illinois )  
                                  )SS.  
County of Cook )

I, \_\_\_\_\_, a notary public in and for the County and State aforesaid, certify that \_\_\_\_\_, personally known to me to be the President of National Housing Trust-Enterprise Preservation Corporation, a not-for-profit corporation, organized under the laws of the District of Columbia, 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 and delivered the foregoing instrument as his or her own free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes set forth in such instrument.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public  
in and for Cook County, Illinois

[Seal]

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

State of Illinois )  
                              )SS.  
County of Cook )

I, \_\_\_\_\_, a notary public in and for the County and State aforesaid, certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of City of Chicago, 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 and delivered the foregoing instrument as his or her own free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes set forth in such instrument.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public  
in and for Cook County, Illinois

[Seal]

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

State of Illinois )  
                              )SS.  
County of Cook )

I, \_\_\_\_\_, a notary public in and for the County and State aforesaid, certify that \_\_\_\_\_, personally known to me to be the vice president of [Trustee], as Trustee, 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 and delivered the foregoing instrument as his or her own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes set forth in such instrument.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public  
in and for Cook County, Illinois

[Seal]

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

[(Sub)Exhibit "A" referred to in this Regulatory Agreement  
and Declaration of Restrictive Covenants unavailable  
at time of printing.]

(Sub)Exhibits "B" and "C" referred to in this Regulatory Agreement and Declaration  
of Restrictive Covenants read as follows:

*(Sub)Exhibit "B".*  
(To Regulatory Agreement And Declaration  
Of Restrictive Covenants)

*Form Of Certificate Of Continuing  
Program Compliance.*

The undersigned is the \_\_\_\_\_ of King Preservation, L.P. and  
has read and is thoroughly familiar with the provisions of the various Loan  
Documents associated with the Borrower's participation in the financing by the City  
of Chicago of the acquisition and rehabilitation construction of Churchview  
Supportive Living Apartments, such documents including:

1. the Regulatory Agreement and Declaration of Restrictive Covenants dated as  
of \_\_\_\_\_1, 2002, between the Borrower, the City and the Trustee;

2. the Financing Agreement, dated as of \_\_\_\_\_ 1, 2002, among the Borrower, the Issuer and the Trustee.

As of the date of this certificate, the following number of residential units in the Development (i) are occupied by Low- and Moderate-Income Tenants (as such term is defined in the Regulatory Agreement) or (ii) were previously occupied by Low- and Moderate-Income Tenants and have been vacant and not reoccupied except for a temporary period of no more than thirty-one (31) days, as indicated:

Number of units occupied by  
Low- and Moderate-Income Tenants \_\_\_\_\_

Number of units previously  
occupied by Low- and Moderate-Income  
Tenants (vacated and not reoccupied  
except for a temporary period of  
no more than thirty-one (31) days) \_\_\_\_\_

Total Number of Low- and Moderate-  
Income Units\* \_\_\_\_\_

The total number of occupied  
residential units in the Development is \_\_\_\_\_

The undersigned certifies that the Borrower is not in default under any of the terms and provisions of the above documents.

Dated: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

King Preservation, L.P.,  
an Illinois limited partnership

By: King Preservation of Illinois, L.L.C.,  
an Illinois limited liability  
company

Its: General Partner

\_\_\_\_\_  
\* The number of Low- and Moderate-Income Tenants shown above is \_\_\_\_ % of the total number of occupied units.

By: National Housing Trust-Enterprise  
Preservation Corporation

Its: Managing Member

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

Its: President

(Sub)Exhibit "C".  
(To Regulatory Agreement And Declaration  
Of Restrictive Covenants)

*Form Of Tenant Income Certificate.*

Name of Tenant (i.e., person or  
persons whose names appear on  
the lease): \_\_\_\_\_

Address of Apartment: \_\_\_\_\_

Apartment Number: \_\_\_\_\_

Some or all of the cost of the Development in which you are to lease an apartment was financed by bonds issued for the benefit of the owner. Interest paid on those bonds is intended to be exempt from federal income tax. In order to qualify for that exemption there are certain requirements which must be met with respect to the apartment building and its tenants. To satisfy one of those requirements, it is necessary for you to provide the information requested in this Tenant Income Certificate at the time you sign your lease and annually after you become a Tenant.

*I.*

*Anticipated Income.*

For each person who is now occupying or is expected to occupy your apartment unit at any time during the next twelve (12) months, please provide the following



information:

| Name  | Annual<br>Salary/Wages* | Other<br>Income | Total<br>Income** |
|-------|-------------------------|-----------------|-------------------|
| _____ | _____                   | _____           | _____             |
| _____ | _____                   | _____           | _____             |
| _____ | _____                   | _____           | _____             |
| _____ | _____                   | _____           | _____             |
| _____ | _____                   | _____           | _____             |
| _____ | _____                   | _____           | _____             |

\* State the gross amount of compensation, before any payroll deductions, including any bonuses, overtime pay, tips, commissions or fees anticipated to be received during the next twelve (12) months.

\*\* Other income generally includes income anticipated to be received from any source whatsoever during the next twelve (12) months, including, but not limited to:

- (a) interest and dividends;
- (b) rental income;
- (c) net income from a profession or operation of a business;
- (d) payments in lieu of earnings, such as unemployment compensation;
- (e) periodic payments (not lump-sum payments) received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits;
- (f) periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts from persons not listed above; and
- (g) public assistance, but if the public assistance payment includes an amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance

---

agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included shall consist of:

- (1) the amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
- (2) the maximum amount which the public assistance agency could in fact allow the occupant for shelter and utilities.

Do not include in the amount of other income shown above the following items:

- (a) casual, sporadic or irregular payments you may receive;
- (b) amounts which are specifically for or in reimbursement of the cost of medical expenses;
- (c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workmen's compensation), capital gains and settlements for personal or property losses;
- (d) amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment; provided that any amounts of such scholarships, or payments to veterans not used for the above purposes which are available for subsistence are to be included in income;
- (e) the special pay to a serviceman head of a family away from home and exposed to hostile fire;
- (f) relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- (g) foster child care payments;
- (h) the value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the occupants of the dwelling unit;
- (i) payments received pursuant to participation in the following volunteer programs under the ACTION Agency:
  - (1) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs; and
  - (2) National Older American Volunteer Programs for persons aged sixty (60) and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executives (S.C.O.R.E.) and Active Corps of Executives (A.C.E.).

*II.**Capital Assets.*

If any of the persons listed above has any savings, stocks, bonds, real estate or other form of capital investment (except for necessary items such as furniture, automobiles, et cetera), please provide the following information:

(a) the total value of all such assets presently owned by all such persons: \$\_\_\_\_\_; and

(b) the amount of income expected to be derived from such assets in the twelve (12) month period commencing this date (which should be included in "other income" shown above): \$\_\_\_\_\_.

*III.**Students.*

(a) Will all of the persons listed above be (or have they been) full-time students during five (5) calendar months of this calendar year at an educational institution (other than a correspondence school) with regular faculty and students?

Yes \_\_\_\_\_

No \_\_\_\_\_

(b) Is any such full-time student married and eligible to file a joint federal income tax return?

Yes \_\_\_\_\_

No \_\_\_\_\_

I, the undersigned, certify that I have read and answered fully, frankly and personally each of these questions and requests for information for all persons who now occupy or are to occupy the unit in the above Development. I acknowledge that all of the above information is relevant to the status under federal income tax law of the interest on bonds issued to finance the Development containing the unit which I now or which I intend to occupy. I consent to the disclosure of this information to the Issuer of such bonds, the owners of such bonds and any agent acting on their behalf.

I certify under penalty of perjury that these statements are true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at Chicago, Illinois.

\_\_\_\_\_  
Tenant

State of Illinois    )  
                              )SS.  
County of Cook    )

I, \_\_\_\_\_, a notary public in and for the County in the State aforesaid, certify that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the instrument, as his/her free and voluntary act, for the uses and purposes set forth in such instrument.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
in and for Cook County, Illinois

[Seal]

My commission expires:

\_\_\_\_\_

## IV.

*For Completion By Borrower.*

## (a) Anticipated Income Computation:

- (1) Total income from Part I. \$ \_\_\_\_\_
- (2) If ten percent (10%) of the amount shown on Part II(a) exceeds the amount on Part II(b), enter the amount of such excess. \$ \_\_\_\_\_
- (3) Anticipated Income ((1) + (2)) \$ \_\_\_\_\_

(b) Insert an [X] in the bracket opposite whichever of the following statements is applicable:

- [ ] (1) Because total Anticipated Income is less than \$ \_\_\_\_\_, the apartment is occupied by Low- and Moderate-Income Tenants.\*
- [ ] (2) The apartment is not occupied as provided in (1) above.

(c) The number of units in the Development which are presently occupied is \_\_\_\_\_.

(d) The number of units occupied by Low- and Moderate-Income Tenants is \_\_\_\_\_. The number of units which were previously occupied by Low- and Moderate-Income Tenants but have been vacated and have not been reoccupied (other than for a temporary period of no more than thirty-one (31) days) is \_\_\_\_\_. The sum of the units described in this paragraph (d) is equal to \_\_\_\_\_% of the total number of occupied units from paragraph (c) above.

---

\* Tenants are Low- and Moderate-Income Tenants if (a) their income as determined by the Borrower in the most recent annual determination was not more than the applicable income limitation (as adjusted for family size), or (b) their income as so determined exceeded the applicable income limitation but did not exceed an amount equal to one hundred forty percent (140%) of the applicable income limitation and their income when they first applied to rent their unit did not exceed the applicable income limitation, or (c) their income as so determined exceeded an amount equal to one hundred forty percent (140%) of the applicable income limitation and all units in the Development of comparable or smaller size available for rental size the last annual tenant income determination have been rented to tenants whose income did not exceed the applicable income limitation.

The undersigned certifies that he or she is the \_\_\_\_\_ of \_\_\_\_\_ and that the above determinations and calculations have been completed to the best knowledge of the undersigned after due inquiry, and the undersigned does not believe or have any reason to believe that the information in the Tenant Income Certificate is inaccurate or has been given falsely.

Dated: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT  
WITH WEST MAYPOLE LIMITED PARTNERSHIP FOR  
CONSTRUCTION OF AFFORDABLE HOUSING.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a loan agreement with the West Maypole Limited Partnership, amount of loan not to exceed \$8,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

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

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

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

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

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

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

WHEREAS, The City has programmed certain funds (the "C.D.B.G. funds") for its Multi-Family Loan Program (the "Multi-Program") under the Community Development Block Grant Program, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five (5) or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by D.O.H.; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to West Maypole, L.P. an Illinois limited partnership (the "Borrower"), the sole general partner of which shall be West Maypole Partners, L.L.C., an Illinois limited liability company (the "General Partner"), the sole owners of which are Brinshore, Inc., an Illinois corporation and The Michaels Development Company, Inc., a New Jersey corporation, in an amount not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000) (the "Loan") and containing such other terms as described on Exhibit A attached hereto and made a part hereof, to be funded from HOME Funds, Corporate Funds, Program Income and/or C.D.B.G. Funds, to finance a portion of the cost of acquiring, constructing and equipping approximately one hundred fifty-five (155) residential rental dwelling units in fifteen (15) buildings in a development commonly known as Henry Horner Homes Phase IIa1 Rental (the "Project"), to be located generally on (a) a parcel of property (the "Western Parcel") bounded by West Lake Street on the north, the alley north of West Washington Street on the south, North Leavitt Street on the east and North Oakley Avenue on the west and (b) a parcel of property (the "Eastern Parcel") bounded by West Lake Street on the north, West Washington Street on the south, North Hermitage Avenue on the east and North Wood Street on the west, all within the corporate limits of the City (collectively, the Western Parcel and the Eastern Parcel shall hereinafter be referred to as the "Property"); and

WHEREAS, The Property is owned by the Chicago Housing Authority (the "C.H.A."), a municipal corporation under the Housing Authorities Act, 310 ILCS 10/1, et seq., and will be leased to the Borrower on a long-term basis; and

WHEREAS, D.O.H. has preliminarily approved a preliminary plan of financing for the Project as set forth on Exhibit A hereto; and

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

WHEREAS, The Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1, et seq., as amended, provides, among other things, that the corporate authorities of



any home rule unit may reallocate all or any portion of its unused allocation of volume cap; and

WHEREAS, The City has available unused volume cap from calendar year 2002 ("2002 Cap"); and

WHEREAS, The C.H.A. wishes to issue its tax-exempt multi-family housing bonds (the "Bonds") in connection with the Project and has been advised by its bond counsel that all or a portion of the Bonds requires the allocation of volume cap; and

WHEREAS, The C.H.A. has requested that the City reallocate a portion of its unused 2002 Cap to the C.H.A. for the Bonds; now, therefore,

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

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

SECTION 2. The Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the HOME Program and/or the Multi-Program, including, without limitation, consenting to (a) the assumption of the Loan by one (1) of the mortgage lenders with respect to the Project or such lender's designee, (b) the transfer of the Project to any such mortgagee or such lender's designee after the occurrence of an event of default under any such mortgage lender's loan documents, and (c) consenting to the replacement of the General Partner as the general partner of the Borrower (i) by any such mortgagee, or (ii) if authorized under the terms of the Borrower's limited partnership agreement, by one (1) or more limited partners of the Borrower or one (1) or more affiliates of such limited partners. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms of the Loan described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

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

SECTION 4. The City hereby authorizes the Chief Financial Officer of the City appointed by the Mayor or, if there is no such officer then holding said office, the

City Comptroller (such officer being referred to herein as the "Chief Financial Officer"), to reallocate, effective on the date of issuance of the Bonds, up to Twenty Million Dollars (\$20,000,000) of the City's unused 2002 Cap (the "Reallocation") for application by the C.H.A. to the Bonds; provided that if the Bonds are not issued as of or prior to 11:00 P.M. on December 31, 2002, the Reallocation shall not be made. The exact amount of the Reallocation shall be determined by the Chief Financial Officer based on the best interests of the City and on the amount of 2002 Cap available at the time of the Reallocation. The Chief Financial officer is further authorized to determine, based on the best interests of the City, the amount, if any, of any compensation to be paid by the C.H.A. to the City in consideration for the Reallocation. Any such compensation paid to the City shall be used for any lawful corporate purposes of the City. After the Reallocation has been made, the Chief Financial Officer shall file a certificate with the City Clerk stating the amount of 2002 Cap reallocated to the C.H.A. pursuant to this ordinance.

SECTION 5. The Chief Financial Officer is hereby authorized, subject to the approval of the Corporation Counsel, to enter into such agreements and other documents, including agreements with the C.H.A. in connection with the Reallocation as shall be deemed necessary or desirable by the Chief Financial Officer.

SECTION 6. 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 7. This ordinance shall be effective as of the date of its passage.

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

*Exhibit "A".*

Borrower: West Maypole L.P., an Illinois limited partnership, the sole general partner of which shall be West Maypole Partners, L.L.C., an Illinois limited liability company, the sole owners of which are Brinshore, Inc., an Illinois corporation and The Michaels Development Company, Inc., a New Jersey corporation, and the limited partner(s) of which shall be one (1) or more other entities acceptable to the Commissioner to be hereafter selected.

Project: Long term lease of and construction of the Project on the Property of approximately 155 residential rental dwelling units in 15 buildings, of which approximately 118 units shall be for low-income families, together with approximately 155 on-site parking spaces.

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

Amount: Not to exceed \$8,500,000.

Term: Not to exceed 42 years.

Interest: 0% per annum.

Security: Non-recourse loan; mortgage on the Property (the  
"Mortgage").

Additional  
Financing:

1. Bonds, as described in this ordinance. A portion of the Bond proceeds may be collateralized by a letter of credit issued by PNC Bank or another entity acceptable to the Commissioner, which letter of credit may be secured by a mortgage on the Property senior to the lien of the Mortgage. The Bonds may also be secured by the proceeds of the C.H.A. Loan described below, which proceeds may be deposited into a cash collateral account maintained by PNC Bank.
2. Amount: Approximately \$4,200,000, or such other amount to which the Commissioner may consent, the proceeds of which may be used to retire a portion of the Bonds.
- Source: An entity acceptable to the Commissioner.
- Term: Not to exceed 32 years or such other term acceptable to the Commissioner.
- Interest: An interest rate acceptable to the Commissioner.
- Security: A Mortgage on the Property senior to the lien of the Mortgage.

3.     Amount:       Approximately \$13,450,644 (the "C.H.A. Loan"), or such other amount to which the Commissioner may consent, the proceeds of which may be used to initially cash collateralize, and, then refinance a portion of the Bonds.
- Term:       Not to exceed 42 years.
- Source:     Chicago Housing Authority, or another entity acceptable to the Commissioner.
- Interest:    An interest rate acceptable to the Commissioner.
- Security:    A mortgage on the Property senior to the lien of the Mortgage.
4.     Amount:       Approximately \$5,500,000 (the "PNC Bridge Loan"), or such other amount to which the Commissioner may consent.
- Term:       Approximately 36 months or such other term acceptable to the Commissioner.
- Source:     PNC Bank or another entity acceptable to the Commissioner.
- Interest:    An interest rate acceptable to the Commissioner.
- Security:    A mortgage on the Property senior to the lien of the Mortgage.
5.     Amount:       Approximately \$750,000, or such other amount to which the Commissioner may consent.
- Term:       Not to exceed 42 years.
- Source:     Illinois Housing Development Authority, or a financial institution acceptable to the Commissioner.

- Interest: An interest rate acceptable to the Commissioner.
- Security: A mortgage on the Property junior to the lien of the Mortgage.
6. Amount: Approximately \$500,000, or such other amount to which the Commissioner may consent.
- Term: Not to exceed 42 years.
- Source: Federal HOME Loan Bank, or a financial institution acceptable to the Commissioner.
- Interest: An interest rate acceptable to the Commissioner.
- Security: A mortgage on the Property junior to the lien of the Mortgage.
7. Low-Income Housing Tax Credit  
Proceeds: Approximately \$8,567,674, or such other amount to which the Commissioner may consent, a portion of which may be used to pay the PNC Bridge Loan.
- Source: To be derived from the syndication by the General Partner of approximately \$1,099,107 of low-income housing tax credits.
8. Amount: Approximately \$440,233.
- Source: Interest earned on Bonds and C.H.A. Loan Proceeds constituting cash collateral.

9. Amount: \$100.  
Source: General Partner.

*Exhibit "B".*

*Fee And Other Waivers.*

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

Cut and Seal Fees.

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

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

Other.

Open Space Impact Fees under Chapter 16-18 of the Municipal Code of Chicago.

Letter of credit security requirement for landscaping.

Fees relating to City installations (including, but not limited to, curbs, walks, parkway landscaping and street and alley lighting).

Mayor's Office for People with Disabilities Impact Fees.

AMENDMENT OF LOAN AGREEMENT WITH ASSOCIATES OF URBAN  
DAY SCHOOL, LTD. FOR DEVELOPMENT OF AFFORDABLE  
HOUSING AT 5441 -- 5451 SOUTH MICHIGAN AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 amendment to a loan agreement with Associates of Urban Day School, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

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

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

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

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

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

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

WHEREAS, The City Council, by an ordinance approved October 31, 2001 and published in the *Journal of the Proceedings of the City Council* for such date at pages 69682 -- 69687 (the "Prior Ordinance"), has previously approved the making of a loan to Associates of Chicago Urban Day School, Ltd., an Illinois not-for-profit corporation (the "Borrower"), in an amount not to exceed Three Hundred Thirty-five Thousand Dollars (\$335,000) (the "Loan"), to be funded from HOME Funds, Corporate funds and/or Program Income pursuant to the terms and conditions set forth in Exhibit A to the Prior Ordinance; and

WHEREAS, D.O.H. and the Borrower desire that the City Council amend the Prior Ordinance to increase the maximum amount of permitted senior indebtedness from Three Million Four Hundred Forty-seven Thousand Four Hundred Dollars (\$3,447,400) to Three Million Five Hundred Forty-four Thousand Nine Hundred Dollars (\$3,544,900); now, therefore,

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

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

SECTION 2. Exhibit A of the Prior Ordinance is hereby amended by adding the following language in italics and deleting the language in brackets:

*Exhibit "A".*

Borrower: Associates of Chicago Urban Day School, Ltd., an Illinois not-for-profit corporation.

Project: Acquisition and construction of a building to be located at 5441 -- 5451 South Michigan Avenue, Chicago, Illinois 60615 (the "Property") and of 24 dwelling units contained therein as one-, two- and three-bedroom units for low- and moderate-income families of whom at least one member is physically disabled and of approximately 28 parking spaces to be located on-site, and of certain common and landscaped areas.

Loan:           Source:       Home Program/Corporate Funds/Program Income.  
                  Amount:     Not to exceed \$335,000.  
                  Term:        Not to exceed 42 years.  
                  Interest:    0% per annum.  
                  Security:    Non-recourse loan, second mortgage on the Property.

Additional  
Financing:    Amount:     [\$3,447,400] \$3,544,900.  
                  Term:        Not to exceed 42 years.

Source: United States Department of Housing and Urban Development, or another entity acceptable to the Commissioner.

Interest: 6% per annum.

Security: First mortgage on the Property.

SECTION 3. Except as amended hereby, the Prior Ordinance shall remain in full force and effect.

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.

---

ADOPTION OF GUIDELINES FOR USE OF TAX INCREMENT  
FINANCING REVENUES FOR CONSTRUCTION  
OF AFFORDABLE HOUSING.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the adoption of guidelines for the use of tax increment financing revenues for the construction of affordable housing, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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, as such, may exercise any power and function pertaining to its government and affairs; and

WHEREAS, Pursuant to Section 74.4-3(q)(11)(F) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "T.I.F. Act"), tax increment financing revenues may be used to pay up to fifty percent (50%) of the cost of construction, renovation and rehabilitation of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act, 310 ILCS 65/1, et seq.; and

WHEREAS, The T.I.F. Act provides that the eligible costs described in Section 74.4-3(q)(11)(F) thereof shall be an eligible cost for the construction, renovation, and rehabilitation of all low- and very low-income housing units within the applicable redevelopment project area, and that if any affordable units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the affordable units shall be eligible for

benefits under Section 74.4-3(q)(11)(F) of the T.I.F. Act; and

WHEREAS, The T.I.F. Act further provides that the standards for maintaining the occupancy of such units by low-income households and very low-income shall be established by guidelines adopted by the municipality, which guidelines must provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the units; and

WHEREAS, The City, though its Department of Housing ("D.O.H."), has formulated guidelines based upon D.O.H.'s experience and upon market considerations, both current and forecast; and

WHEREAS, The City desires to adopt this ordinance in order to establish guidelines in accordance with such requirements of the T.I.F. Act; 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. In accordance with Section 74.4-3(q)(11)(F) of the T.I.F. Act, the City hereby adopts the affordability guidelines attached hereto as Exhibit A. The Commissioner of the Department of Planning and Development and the Commissioner of the Department of Housing, with the consent of the City's Corporation Counsel as to form and legality, shall collectively have the authority to amend such guidelines from time to time, within the basic parameters set forth herein, as may be necessary or desirable to comply with and carry out the purposes intended by the T.I.F. Act.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage.

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

*Exhibit "A".**Affordability Guidelines.*

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, as such, may exercise any power and function pertaining to its government and affairs. Pursuant to Section 74.4-3(q)(11)(F) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "T.I.F. Act"), tax increment financing revenues may be used to pay up to fifty percent (50%) of the cost of construction, renovation and rehabilitation of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act, 310 ILCS 65/1, et seq.. The T.I.F. Act provides that the eligible costs described in Section 74.4-3(q)(11)(F) thereof shall be an eligible cost for the construction, renovation, and rehabilitation of all low- and very low-income housing units within the applicable redevelopment project area, and that if any affordable units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the affordable units shall be eligible for benefits under Section 74.4-3(q)(11)(F). The T.I.F. Act further provides that the standards for maintaining the occupancy of such units by low-income households and very low-income households shall be establish by guidelines adopted by the municipality, which guidelines must provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the units.

Pursuant to an ordinance adopted by the City Council of the City on \_\_\_\_\_ and published in the *Journal of the Proceedings of the City Council* for such date at pages \_\_\_\_\_ through \_\_\_\_\_, the City has established these guidelines in accordance with the requirements of the T.I.F. Act as described above.

Subject to the provisions of the relevant redevelopment plan for a given redevelopment project area, the City may pay from tax increment revenues up to fifty percent (50%) of the cost of construction of new housing units located within a redevelopment project area, to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act (such units being referred to herein as "Affordable Units"). The cost of construction of Affordable Units may be derived from the proceeds of bonds issued by the City under the T.I.F. Act or other constitutional or statutory authority or from other sources of revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. If any Affordable Units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the Affordable Units shall be eligible for benefits under Section 74.4-3(q)(11)(F) of the T.I.F. Act.

For each Affordable Unit that is to be sold to low- or very low-income households, in order to preserve the affordability of the ownership of the unit, the City shall require that a junior mortgage (a "T.I.F. Recapture Mortgage") be recorded in the Office of the Recorder of Deeds of Cook County to encumber such unit, attempt to induce, subject to market conditions and other relevant facts and circumstances, that any resale of the Affordable Unit would be to a low- or very low-income household, and, if the City determines this is not practicable, to provide for a reasonable recapture of funds in the event that such unit is later conveyed to a party other than a low- or very low-income household or at a price other than an affordable price, all as further described in the T.I.F. Recapture Mortgage. Each T.I.F. Recapture Mortgage shall be substantially in the form attached hereto as Attachment 1, with such changes as shall be approved by the person or persons executing such T.I.F. Recapture Mortgage as are acceptable to the Commissioner of the Department of Housing, the Commissioner of the Department of Planning and Development, and (with respect to form and legality) the Corporation Counsel. Any amounts repaid to the City pursuant to a T.I.F. Recapture Mortgage shall, subject to appropriation by City Council, be used by the City (a) to pay for other redevelopment project costs in the redevelopment project area in which the Affordable Unit giving rise to the recapture amount is located, with a preference towards paying for the cost of construction additional Affordable Units, preserving or enhancing the affordability of existing Affordable Units, or repaying or securing indebtedness incurred to finance such Affordable Units or the redevelopment project of which such Affordability Units are a part; (b) if the redevelopment project area described in clause (a) has terminated, to pay for other costs incurred in connection with the provision of affordable housing in the City of Chicago, as identified by the Commissioner of the Department of Housing; and (c) if the recapture amount relates to an Affordable Unit that was subsidized in whole or in part with the proceeds of tax-exempt bonds or other tax-exempt obligations of the City, to pay costs identified in clause (a) or (b) thereof, as applicable, provided that no such expenditure shall occur without the approval of the Corporation Counsel, who may rely upon the opinion of nationally recognized attorneys experienced in the field of municipal bonds that such expenditure would not adversely affect the tax status of the interest on the applicable tax-exempt bonds or other tax-exempt obligations.

For affordable Units to be rented to low- or very-low income households, the City shall execute agreements with the developer(s) or owner(s) of such Affordable Units, or otherwise impose by contract such restrictions as shall be necessary, to ensure that for a period of thirty (30) years such Affordable Units will remain affordable (as defined in Section 3 of the Illinois Affordable Housing Act) to and be rented to low- or very low-income households, as applicable.

These guidelines apply only when the City is relying on costs described in Section 74.4-3(q)(11)(F) of the T.I.F. Act as eligible redevelopment project costs for a redevelopment project involving the construction of new housing units, whether on vacant land or through the renovation and rehabilitation of a non-residential

building into residential uses. These guidelines do not apply when the City is relying on other eligible costs enumerated in Section 74.4-3(q) of the T.I.F. Act, including, without limitation, Section 74.4-3(q)(3).

The Commissioner of the Department of Planning and Development and the Commissioner of the Department of Housing, with the consent of the City's Corporation Counsel as to form and legality, shall collectively have the authority to amend these guidelines from time to time, within the basic parameters set forth herein, as may be necessary or desirable to comply with and carry out the purposes intended by the T.I.F. Act.

Attachment 1 referred to in these Affordability Guidelines reads as follows:

*Attachment 1.*  
(To Affordability Guidelines)

*Form Of Recapture Mortgage.*

Mortgage, Security And Recapture Agreement,  
Including Restrictive Covenants.

This Mortgage, Security and Recapture Agreement, including Restrictive Covenants (this "Mortgage") is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ from \_\_\_\_\_ ("Mortgagor"), to the City of Chicago, an Illinois municipal corporation, having its principal office at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "City" or "Mortgagee").

*Recitals.*

Whereas, The City Council of the City (the "City Council"), by ordinance adopted \_\_\_\_\_, 2002 and published in the *Journal of the Proceedings of the City Council* for such date at pages \_\_\_\_ to \_\_\_\_\_, inclusive, has adopted guidelines for the use of tax increment financing funds by the City to promote the development of affordable housing in the City for low-income and very low-income households (the "T.I.F. Affordability Guidelines"); and

Whereas, Mortgagor is on the date hereof purchasing from the Initial Seller (i) that certain real property legally described on (Sub)Exhibit A attached hereto and a



single-family home or townhome located thereon, or (ii) that certain condominium unit as described on (Sub)Exhibit A attached hereto (the property described on (Sub)Exhibit A hereto is hereinafter referred to as the "Home") (certain terms used herein and not otherwise defined are defined on (Sub)Exhibit B attached hereto); and

Whereas, Mortgagor is purchasing the Home for the Purchase Price, based on the Base Purchase Price plus upgrades, if any; and

Whereas, The City's T.I.F. Contribution was conditioned upon, among other things, the requirement that the Home be subject to the Affordability Requirements that shall be imposed as encumbrances and as covenants running with the land; and

Whereas, The Affordability Requirements are necessary to implement certain requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., and the City's T.I.F. Affordability Guidelines; and

Whereas, The Affordability Requirements require that, among other things, with respect to the initial sale of the Home, with respect to which this Mortgage is being granted, and (unless Mortgagor is permitted and elects to repay to the City the City Subsidy Recapture Amount) with respect to each subsequent resale of the Home thereafter during the Recapture Period, such Home may be sold only to a Qualified Household at an Affordable Price; and

Whereas, Mortgagor's household is a Qualified Household and the Purchase Price is an Affordable Price; and

Whereas, Mortgagor acknowledges and agrees that the Base Purchase Price is less than the fair market price for the Home by an amount equal to the City Subsidy Amount, as evidenced by contemporaneous or projected sales of comparable units; and

Whereas, Mortgagor is able to purchase the Home for less than its fair market value because of the City's T.I.F. Contribution, which has subsidized a portion of the construction costs of the Home, and because of the imposition of the Affordability Requirements pursuant to this Mortgage; and

Whereas, But for the City's T.I.F. Contribution, and the City's imposition of the Affordability Requirements, Mortgagor would have been unable to purchase the Home for an Affordable Price; and

Whereas, The City has required Mortgagor to execute this Mortgage in order to both (a) impose the Affordability Requirements upon the Mortgaged Property and give notice of the Affordability Requirements to Mortgagor, to any subsequent purchaser of the Home, and to any lender having a mortgage secured by the Home,

and (b) to secure the recapture payment described in Article III and Mortgagor's other obligations under this Mortgage; and

Whereas, In consideration of the City's T.I.F. Contribution, the benefits accruing to Mortgagor as a result of its purchase of the Home for an Affordable Price, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor has executed and delivered to the City this Mortgage; and

Now, Therefore, To secure the performance and observance by Mortgagor of all the terms, covenants and conditions described in this Mortgage, and in order to charge the properties, interests and rights hereinafter described with such consideration, Mortgagor has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of the following described property (which is hereinafter sometimes referred to as "Mortgaged Property"):

(A) the Home, and all easements, rights, interests and appurtenances thereto, including, without limitation, any deeded, reserved or assigned parking area or storage space and any interest in common elements and limited common elements;

(B) all structures and improvements of every nature whatsoever now or hereafter situated within or comprising a part of the Home, including, without limitation, all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements");

(C) all rents and issues of the Home and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

To Have And To Hold the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein.

Without limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which are or are to become fixtures.

This Mortgage Is Given To Secure: (a) amounts which may become due and payable pursuant to this Mortgage, and (b) performance of each and every one of the other covenants, conditions and agreements contained in this Mortgage, and in

any other agreement, document or instrument to which reference is expressly made in the Mortgage.

*Article I.*

*Incorporation Of Recitals.*

The recitals set forth above constitute an integral part of the Mortgage and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

*Article II.*

*Covenants, Representations And Warranties.*

Mortgagor covenants and agrees with Mortgagee that at all times during the Recapture Period:

*2.01 Taxes And Assessments.*

(a) Mortgagor will pay when due all general taxes and assessments (including, without limitation, any condominium or homeowner's association assessments, if applicable), special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

(b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

## 2.02 Insurance.

Mortgagor shall keep the Mortgaged Property continuously insured (or shall use reasonable efforts to cause the condominium or homeowner's association, as applicable, to keep insured such parts of the Mortgaged Property as may be required to be insured by such association under the applicable declaration) in such amounts and against such risks as required of Mortgagor by the Senior Lender, paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies of insurance shall provide that the same shall not be canceled, except upon thirty (30) days prior written notice to Mortgagee.

## 2.03 Maintenance Of The Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

(c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property to assure compliance with the terms of this Mortgage.

(d) Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor (subject to the rights of the Board of Managers of the condominium or homeowner's association, if applicable, with respect to any proceeds applicable to common elements or limited common elements), will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty, to the extent of any insurance proceeds made available to Mortgagor for that purpose.

## 2.04 Subordination.

This Mortgage shall be subject and subordinate in all respects to the Senior Mortgage, if any, provided, however, that the maximum amount of indebtedness

(including indebtedness attributable to protective advances made by the Senior Lender or other amounts secured under the terms of the Senior Mortgage) that shall be superior to the lien of this Mortgage shall in no instance and at no time exceed one hundred percent (100%) of the Purchase Price plus the City Subsidy Amount. Any refinancing of the Senior Mortgage permitted under this Section 2.04, however, will also be deemed a Senior Mortgage for purposes of the subordination set forth in this Section 2.04.

#### 2.05 Income Eligibility.

Mortgagor represents and warrants to Mortgagee that Mortgagor's household income, as of the time of Mortgagor's execution of its purchase contract for the Mortgaged Property, met the income eligibility requirements established by the City applicable to a purchaser of the Home, as set forth in the definition of Qualified Household on (Sub)Exhibit B hereto.

### *Article III.*

#### *Recapture Of City Subsidy Provisions.*

##### 3.01 Acknowledgment Of City Subsidy.

Mortgagor acknowledges and agrees that the City has subsidized a portion of the costs of construction of the Home in the amount of the City Subsidy Amount, resulting in Mortgagor's purchase of the Home at an Affordable Price.

##### 3.02 Primary Residence; No Leasing.

Mortgagor covenants to the City that during the Recapture Period, it shall own and use the Mortgaged Property as its primary residence (and the primary residence of Mortgagor's Qualified Household) as long as Mortgagor owns the Mortgaged Property. Mortgagor covenants that during the Recapture Period, it will not lease the Mortgaged Property to any person or let any other person to occupy or use the property without the prior written consent of the City, which shall be in the city's reasonable discretion, and which, if granted, will require that the total amount payable by any tenant household not exceed the amount set forth to qualify such housing as "affordable housing" as defined in the Illinois Affordable Housing Act, 310 ILCS 65/1, et seq.

### 3.03 Permitted Transfers.

Mortgagor covenants that during the Recapture Period, it shall not sell or otherwise directly or indirectly transfer ownership of the Mortgaged Property, except (a) to a Qualified Household, (b) for an Affordable Price, and provided that (c) the Qualified Household executes a mortgage, security and recapture agreement in similar form to this Mortgage, if such resale Affordable Price is below the market price, as reasonably determined by the City's Department of Housing. Any transfer of ownership (x) resulting from Mortgagor's death and occurring pursuant to (i) the terms of a written land trust, personal trust or will, or (ii) state intestacy law, (y) to a spouse or member of Mortgagor's Qualified Household, or (z) that simply consists of Mortgagor's transfer of the Home into a land trust or personal trust of which Mortgagor is the sole beneficiary and holder of power of direction, as applicable, shall be subject to the foregoing transfer restriction, provided, however, that the transferee in any such transfer shall be bound by all of the affordable housing covenants contained in this Mortgage. If Mortgagor attempts or purports to transfer the Mortgaged Property to a transferee in violation of any one (1) or more of the conditions in clauses (a), (b) and (c), such attempted or purported transfer shall be a violation of the Affordability Requirements, and shall constitute an immediate Event of Default under Section 4.01(a).

### 3.04 Right To Request Waiver Or Modification.

The Affordability Requirements in this Article III may be waived or modified in writing by the City, upon a showing of undue hardship or changed circumstances that would make the enforcement of such covenants inequitable or impractical, as determined by the City in its sole discretion.

### 3.05 Approval Of Transfer And Release Of Mortgage.

Upon either (a) a permitted transfer described in Section 3.03, or (b) a transfer accompanied by a repayment of the City Subsidy Recapture Amount in accordance with the terms of this Mortgage, the City will, upon ten (10) business days prior written notice, execute and deliver a "Certificate of Transfer" confirming that such transfer is a permitted transfer hereunder and effective to deliver legal title to the transferee. In addition, within thirty (30) days of receipt of a written request from Mortgagor, Mortgagee shall execute a release of the Mortgage in recordable form.

### 3.06 Reasonable Restraint On Alienation.

Mortgagor Acknowledges And Agrees That To The Extent The Affordability Requirements, Anything In This Article III, Or Any Other Provision In This Mortgage Could Be Deemed A Restraint On Alienation, That Any Such Restraint (A) Is

Reasonable, (B) Is, As Explained In The Recitals, Supported By Adequate Consideration, (C) Is Necessary To Implement The City's Public Policy Objective Of Developing And Maintaining Low-Income And Very Low-Income Housing, (D) Should Be Enforced As Written, And (E) Was A Material Inducement To The City's Initial Decision To Provide The T.I.F. Contribution, Which Has Enabled Mortgagor To Buy The Home For The Purchase Price, Which Is Materially Below The Fair Market Value Price. Mortgagor, Therefore, Knowingly And Voluntarily, To The Fullest Extent Permitted By Law, Waives The Right To Raise Any Defense To The Enforcement Of The Affordability Requirements, Whether At Law Or In Equity.

#### *Article IV.*

#### *Default.*

##### 4.01 Events Of Default.

The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean any one (1) or more of the following events:

- (a) a failure by Mortgagor to comply with any of the Affordability Requirements set forth in under Section 3.02 or 3.03;
- (b) failure by Mortgagor to duly observe or perform any other material term, covenant, condition, or agreement in the Mortgage after the expiration of the applicable cure periods provided in Section 4.02; or
- (c) a default continuing beyond all applicable cure periods under the Senior Mortgage and permitting foreclosure thereunder.

##### 4.02 City Remedies.

The City shall have the following remedies depending on the nature and timing of the Event of Default.

- (a) Recapture Payment Event. If an Event of Default occurs under Section 4.01(a) prior to the Recapture Period expiration, any purported lease, direct or indirect sale or transfer of ownership, or mortgaging of the Mortgaged Property shall make the City entitled to the specific enforcement of the Affordability Requirements and any other remedies available under this Mortgage. The City, in its sole discretion, and in lieu of its specific enforcement of the Affordability Requirements, may elect to require payment of the City Subsidy Recapture

Amount (as defined below) in the event that the City determines that specific enforcement of the Affordability Requirements is impractical or inappropriate. If Mortgagor pays to the City the City Subsidy Recapture Amount, then the City shall have no other remedy with respect to such Event of default and shall be obligated to execute and deliver a release of this Mortgage in recordable form and the transferee shall not be bound by any Affordability Requirements or otherwise require to execute and deliver any mortgage in favor of the City.

The "City Subsidy Recapture Amount" shall be an amount equal to the City Subsidy Amount plus simple, non-compounding interest on such amount at the rate of \_\_\_\_ percent (\_\_\_\_%) [Enter Interest Rate, Not To Exceed Five Percent (5%)] per annum (assuming twelve (12) thirty (30) day months) calculated from the date of the Mortgage to the date of the Recapture Payment Event.

For example, assuming an interest rate of three percent (3%), if (a) this Mortgage was dated January 1, 2002, (b) the date of the Recapture Payment Event was July 1, 2008, and (c) the City Subsidy Amount was Twenty Thousand Dollars (\$20,000), then (i) the interest on the City Subsidy Amount would be Three Thousand Nine Hundred Dollars (\$3,900) (Six Hundred Dollars (\$600) a year for six (6) years plus Three Hundred Dollars (\$300) for one-half ( $\frac{1}{2}$ ) year), and (ii) the City Subsidy Recapture Amount would be Twenty-three Thousand Nine Hundred Dollars (\$23,900) (Twenty Thousand Dollars (\$20,000) plus Three Thousand Nine Hundred Dollars (\$3,900)).

(b) If an event of default occurs under Section 4.02 or Section 4.03 and such default involves a failure to make timely payment of any amount due and secured by this Mortgage or the Senior Mortgage and such failure is not cured within ten (10) days of the Mortgagee's delivery of written notice of such failure to Mortgagor (a "Monetary Event of Default"), then Mortgagee shall be entitled to immediately: (i) declare the City Subsidy Recapture Amount immediately due and payable (with such Monetary Event of Default date being also being deemed a Recapture Payment Event for purposes of computing such amount); and (ii) exercise any other remedies available under this Mortgage (including, without limitation, specific enforcement of the Affordability Requirements any time prior to the end of the Recapture Period of this Mortgage), in either instance without further notice or demand.

(c) If Mortgagor fails to perform any other obligation required under this Mortgage not described in Section 4.02 and such failure is not cured within sixty (60) days of the Mortgagee's delivery of written notice of such failure to Mortgagor, Mortgagee shall be entitled to immediately: (i) declare the City Subsidy Recapture Amount immediately due and payable (with such non-monetary Event of Default date being also being deemed a Recapture Payment Event for purposes of computing such amount); and (ii) exercise any other remedies available under this Mortgage (including, without limitation, specific enforcement of the Affordability Requirements anytime prior to the end of the Recapture Period of this Mortgage),



in either instance without further notice or demand. In the event such default cannot reasonably be cured within such sixty (60) day period, however, and if Mortgagor has commenced efforts to cure such default, then the time to cure shall be extended so long as said party diligently continues to cure such default.

(d) If an event of default occurs under the Senior Lender's security documents (after the giving of any applicable notice and lapse of any applicable cure period, if any) and the Senior Lender commences efforts to foreclose its mortgage (or obtain a deed-in-lieu-of-foreclosure), obtain appointment of a receiver for the Mortgaged Property, or obtain possession of the Mortgaged Property, such event of default shall (notwithstanding anything in this Section 4.02 to the contrary) constitute an immediate Event of Default under this Mortgage and the Mortgagee shall be entitled to immediately: (i) declare the City Subsidy Recapture Amount immediately due and payable (with such commencement date being also deemed a Recapture Payment Event for purposes of computing the City Subsidy Recapture Amount); and (ii) exercise any other remedies available under this Mortgage, in either instance without further notice or demand.

#### 4.03 Other Remedies.

(a) If any amounts due under and secured by this Mortgage shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. This Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee, there shall be allowed and included as additional indebtedness all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this Section 4.03 mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding, or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by this Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (ii) repayment of the indebtedness owed to the Senior Lender, subject to the limitation in Section 2.04; (iii) repayment of any other

amounts due under this Mortgage; and (iv) payment of any remaining amounts due to Mortgagor, its successors or assigns, as their rights may appear.

(b) Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. To the extent permitted by law, Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on such Mortgagor's behalf and on behalf of each and every person, except decree or judgement creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage.

(c) Upon any other entering upon or taking of possession of the Mortgaged Property after the occurrence of an Event of Default and the expiration of the applicable cure period and other than by means of a foreclosure, Mortgagee, subject to the rights of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personal and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (aa) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder to the payment of amounts due under this Mortgage. The balance of such funds, if any, after payment in full, of all of the aforesaid amounts shall be paid to Mortgagor.

(d) Mortgagee may also seek specific performance or injunctive relief in order to enforce the provisions of this Mortgage.

#### 4.04 Receiver.

Subject to the rights of the Senior Lender, if an Event of Default shall have occurred and be continuing after an applicable cure period has expired, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all of the rights and powers to the fullest extent permitted by law.

#### 4.05 Purchase By Mortgagee.

Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part the City Subsidy Recapture Amount and other amounts due under and secured by this Mortgage as a credit to the purchase price.

#### 4.06 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

#### 4.07 Waiver.

No delay or omission of Mortgagee to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Mortgagor.

*Article V.**Miscellaneous Provisions.***5.01 Successors And Assigns.**

This Mortgage shall inure to the benefit of and be binding upon Mortgagor and Mortgagee and their respective legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to Mortgagor or to Mortgagee, such reference shall be deemed to include a reference to legal representatives, successors and assigns of Mortgagor or Mortgagee, as applicable.

**5.02 Terminology.**

All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other gender; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Mortgage, and all references herein to articles, sections or paragraphs shall refer to the corresponding articles, sections or paragraphs of this Mortgage unless specific reference is made to such articles, sections or paragraphs of another document or instrument.

**5.03 Severability.**

If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

**5.04 Security Agreement.**

This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by this Mortgage or any other agreement.

#### 5.05 Modification.

No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. Mortgagor shall have no right to convey the Home into a land trust without obtaining the prior written consent of the City.

#### 5.06 No Merger.

It being the desire and intention of the parties that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

#### 5.07 Applicable Law.

This Mortgage shall be interpreted, construed and enforced under the laws of the State of Illinois, without regard to its conflict of laws principles.

#### 5.08 Administration.

All consents, approvals, modifications, waivers, adjustments or other actions of the City described herein shall be made in writing by the City, acting through its Department of Housing, or any successor department thereto. All notices, requests, or other communications to the City hereunder shall be made to the Department of Housing at the following address: \_\_\_\_\_, attention: \_\_\_\_\_.

In Witness Whereof, The undersigned has caused this Mortgage to be executed as of the day and year first above written.

Mortgagor(s):

---

---

State of Illinois )  
                          )SS.  
County of Cook )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ known to me as 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 she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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

[(Sub)Exhibit "A" referred to in this Form of Recapture  
Mortgage unavailable at time of printing.]

(Sub)Exhibit "B" referred to in this Form of Recapture Mortgage reads as follows:

*(Sub)Exhibit "B".*  
(To Form Of Recapture Mortgage)

*Definitions.*

"Affordability Requirements" shall mean the affordability requirements contained in Sections 3.02 and 3.03 hereof.

"Affordable Price" shall mean an amount less than or equal to the price at which monthly homeownership costs for the home would total not more than forty percent (40%) of household income for a household with a family size equal to the product

of two (2) multiplied by the number of bedrooms in the home whose income is the maximum amount allowable for such household to be a qualified household.

"Base Purchase Price" shall mean \_\_\_\_\_, being the amount of the purchase price exclusive of upgrades.

"City Subsidy Amount" shall mean \$\_\_\_\_\_, constituting the difference between the market value of the home at the time of its initial purchase (based on appraisals, comparable sales or similar evidence as shall be acceptable to the Department of Housing) and the Base Purchase Price.

"City Subsidy Recapture Amount" shall have the meaning set forth in Section 4.02 hereof.

"Closing Date" shall mean the date of execution of this Mortgage.

"Home" shall have the meaning set forth in the recitals hereto.

"Initial Seller" shall mean \_\_\_\_\_.

"Monthly Homeownership Costs" shall mean the sum of the following estimated amounts:

(i) monthly principal and interest payment on a thirty (30) year fixed rate purchase money mortgage in the amount of ninety-five percent (95%) of the purchase price, bearing interest at a rate equal to the prevailing rate as published in the *Chicago Tribune* (or posted on the internet website maintained by the *Chicago Tribune*) as of the date of calculation of Monthly Homeownership Costs, rounded up to the nearest one-quarter ( $\frac{1}{4}$ );

(ii) annual estimated real property taxes, divided by twelve (12);

(iii) annual insurance premiums, divided by twelve (12), for homeowners' insurance in the amount of the replacement value of the Home; and

(iv) monthly condominium assessment payments or similar homeowner's association payments, if applicable.

"Purchase Price" shall mean \$\_\_\_\_\_, being the sum of the Base Purchase Price plus upgrades.

"Recapture Period" shall mean for the period commencing on the Closing Date and ending upon the thirtieth (30<sup>th</sup>) anniversary of the Closing Date.

"Qualified Household" shall mean a single person, family or unrelated persons living together whose adjusted income is not more than eighty percent (80%) of the Chicago-area median income, adjusted for family size, as such adjusted income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937. As of the Closing Date, such income limitations are as follows:

| Number Of Persons<br>In Household | 80% Of A.M.I. |
|-----------------------------------|---------------|
| 1                                 | \$ _____      |
| 2                                 | \$ _____      |
| 3                                 | \$ _____      |
| 4                                 | \$ _____      |
| 5                                 | \$ _____      |
| 6                                 | \$ _____      |

"Senior Lender" shall mean \_\_\_\_\_, being the mortgagee under the senior mortgage.

"Senior Mortgage" shall mean that certain mortgage dated as of \_\_\_\_\_, between Mortgagor and the Senior Lender, recorded with the Office of the Recorder of Deeds of Cook County, Illinois on \_\_\_\_\_ as Document Number \_\_\_\_\_ to secure indebtedness in the original principal amount of \$ \_\_\_\_\_.

"T.I.F. Contribution" shall mean a contribution by the City of tax increment financing funds towards payment of a portion of the construction costs of the Home.



AMENDMENT OF CITY MORTGAGE PROGRAM BY MODIFICATION  
OF INTEREST RATE FORMULA FOR SINGLE-FAMILY  
MORTGAGE REVENUE REFUNDING BONDS,  
DRAW DOWN SERIES 2002.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the amending of the City Mortgage Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Alderman Edward M. 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 46.

*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, Pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, the City of Chicago (the "City") is a municipality and a home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois; and

WHEREAS, Pursuant to the Constitution and laws of the State of Illinois, and particularly Section 6 of Article VII of the Constitution of the State of Illinois, the City is authorized to issue its revenue bonds in order to aid in providing an adequate supply of residential housing for low- and moderate-income persons and families within the City, which constitutes a valid public purpose for the issuance of revenue bonds by the City; and

WHEREAS, The City has previously issued its Single-Family Mortgage Revenue Refunding Bonds, Draw Down Series 2002 (the "Draw Down Bonds") to provide funds to repay the maturing principal and/or refund the principal portion of the redemption price of portions of certain previously issued single-family mortgage revenue bonds of the City; and

WHEREAS, The City has now determined that it is necessary, desirable and in the public interest to amend the interest rate formula set forth in the Draw Down Bonds; and

WHEREAS, There has been presented to and is before this meeting a form of Supplemental Trust Indenture, attached hereto as Exhibit A (the "Supplement"), between the City and Bank One Trust Company, National Association, trustee for the Draw Down Bonds (the "Trustee"), pursuant to which the Trust Indenture, dated as of May 1, 2002 (the "Indenture"), under which the Draw Down Bonds were issued is amended; now, therefore,

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

SECTION 1. Finding. The City Council finds that all of the recitals contained in the preamble to this ordinance are full, true and correct and incorporates them into this ordinance by this reference.

SECTION 2. Definitions. Capitalized terms used in this ordinance and not otherwise defined herein shall be defined as defined in the Indenture, unless the

context in this ordinance clearly requires otherwise.

**SECTION 3. Approval Of Supplement.** The form of Supplement presented to this meeting is hereby approved. The Mayor or the Chief Financial Officer (or, if there is no such officer then holding such office, the City Comptroller; such officer in any event being hereinafter referred to as the "Chief Financial Officer"), and the City Clerk, are authorized to execute on behalf of the City the Supplement in substantially the form attached to this ordinance, with such changes, additions and omissions as the Mayor or the Chief Financial Officer shall approve. The Mayor's or the Chief Financial Officer's execution and delivery of the Supplement shall constitute the conclusive approval of the City Council of any such changes, additions and omissions to the form of Supplement presented to this meeting.

The interest rate formula applicable to the Draw Down Bonds as set forth in the Supplement may be changed with the written agreement of the Mayor or Chief Financial Officer, given without the further consent of the City Council but with the written consent of one hundred percent (100%) of the registered owners of the Draw Down Bonds (given in accordance with the terms of the Indenture), provided that such change (a) may not result in an interest rate in excess of the Maximum Rate (as defined in the Indenture), (b) may not, in the opinion of Bond Counsel (as defined in the Indenture), adversely affect the exclusion from gross income of interest on the Draw Down Bonds for federal tax purposes, and (c) may not be effected unless one hundred percent (100%) of the registered owners of the Draw Down Bonds certify such as being necessary to achieve an interest rate formula on the Draw Down Bonds that would allow them to be sold to third parties at a price of par plus accrued interest if they were so sold on the date the change so made is effective.

**SECTION 4. Further Authorization.** The Mayor, the Chief Financial Officer, the City Comptroller, the City Clerk, the Commissioner of the Department of Housing and their designees or other proper officers, officials, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things, and to execute all such documents and certificates, as may be necessary to carry out and comply with the provisions of this ordinance and the Supplement, as executed, including, without limitation, the execution and delivery of replacement Draw Down Bonds, supplemental tax exemption certificates, and other notices and certificates as are necessary in order to further the purposes and intent of this ordinance, including the preambles hereto. The Department of Housing is hereby authorized to expend funds derived from the Draw Down Bonds or other sources legally available therefore in payment of the costs relating hereto, such costs to be in an amount as determined by the Commissioner of the Department of Housing but not to exceed the maximum amount permitted under the Internal Revenue Code of 1986, as amended, to avoid characterization of interest on the Draw Down Bonds as includable in the gross incomes of the owners thereof for Federal income tax purposes.

SECTION 5. Ratification. All acts of the officers, officials, agents and employees of the City heretofore or hereafter taken, which are in conformity with the purposes and intent of this ordinance, hereby are, in all respects, ratified, confirmed and approved.

SECTION 6. Separability. The provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provision of this ordinance shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this ordinance. No provision of the Municipal Code of Chicago (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 rights of the owners of the Bonds to receive payment of the principal of, premium, if any, or interest on the Bonds, or to impair the security for the Bonds; provided, 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 7. Repealer. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby superseded.

SECTION 8. Effective Date. This ordinance shall be in full force and effect upon its adoption.

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

*Exhibit "A".*  
(To Ordinance)

*Supplemental Trust Indenture*

*Between*

*City Of Chicago,*  
*Issuer*

*And*

*Bank One Trust Company, National Association,*  
*Trustee*

*Supplementing A Trust Indenture, Dated As Of May 1, 2002, Relating  
To \$50,000,000 Single-Family Mortgage Revenue  
Refunding Bonds, Draw Down Series 2002*

*Dated As Of \_\_\_\_\_ 1, 2002.*

This Supplemental Trust Indenture, dated as of \_\_\_\_\_ 1, 2002 (this "Supplement"), between the Chicago of Chicago Illinois, a municipality and a home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), and Bank One Trust Company, National Association, a national banking association, duly organized, validly existing and authorized to accept the duties and obligations set out by virtue of the laws of the United States of America, and having a corporate trust office located in the City of Chicago, Illinois, as trustee (the "Trustee"),

*Witnesseth:*

Whereas, The Issuer has previously issued its Single-Family Mortgage Revenue Refunding Bonds, Draw Down Series 2002 (the "Bonds") to provide funds to repay the maturing principal and/or refund the principal portion of the redemption price of portions of certain previously issued single-family mortgage revenue bonds of the Issuer; and

Whereas, The City has now determined that it is necessary, desirable and in the public interest to amend the interest rate formula set forth in the Bond and the Trust Indenture, dated as of May 1, 2002 (the "Indenture"), between the Issuer and the Trustee, under which the Bonds were issued;

Now, Therefore, This Supplement Witnesseth:

*Article I.*

*Definitions.*

In addition to words and terms defined in the recitals, capitalized words and phrases shall have the meanings assigned to them in the Indenture.

*Article II.**The Amendment.*

## Section 2.01 Amendment Of Interest Rate Formula.

Section 2.02(b) of the Indenture is hereby amended to read as follows:

“(b) The Bonds shall bear interest on all amounts drawn by the Issuer thereunder and remaining unpaid, (i) during the initial Rate Period, at the rate per annum equal to eighty-five (85%) percent of the Taxable Interest Rate determined on the Business Day next preceding the Closing Date, and (ii) during each succeeding Rate Period, at the rate determined by the Calculation Agent (and noticed in writing to the Trustee and the Issuer) on the Related Rate Setting Date by 12:00 Noon, Chicago, Illinois time, to be equal to the B.M.A. Index for tax-exempt weekly variable rate demand bonds in effect on such Rate Setting Date plus sixty (60) basis points (0.60%); provided, however, that (i) the interest rate on the Bonds subsequent to the initial Rate Period shall not be less than ninety percent (90%) of the Taxable Interest Rate and shall not be more than ninety-nine percent (99%) of the Taxable Interest Rate, and (ii) no such interest rate shall exceed the Maximum Rate. Should the Calculation Agent fail to make and notice in a timely manner the computation of the interest rate as aforesaid, the Trustee shall make such (and provide written notice thereof to the Issuer and the Calculation Agent) with the same force and effect as if the Calculation Agent had made such in a timely manner. Interest accrued on the Bonds during each Rate Period shall be paid on the next succeeding Interest Payment Date and shall be computed on the basis of a year of three hundred sixty-five (365) or three hundred sixty-six (366) days, as appropriate, for the actual number of days elapsed.”

## Section 2.02 Replacement Bond Form.

The form of Bond appended to the Indenture as (Sub)Exhibit B is hereby amended to read as set forth in (Sub)Exhibit A hereto. Upon the execution and delivery of this Supplement, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate, a Bond in the form appended hereto as (Sub)Exhibit A (with such variations, omissions and insertions as are permitted or required by the Indenture), and shall deliver such Bond to the Initial Owner in exchange for the Bond delivered to the initial Owner under the Indenture on May 31, 2002.

*Article III.*

*Supplemental Indentures.*

Section 3.01 Supplements.

This Supplement may be supplemented or amended in the manner set forth in Article X of the Indenture.

*Article IV.*

*Miscellaneous.*

Section 4.01 Supplement As Part Of Indenture.

This Supplement shall be constructed in with and as a part of the Indenture to the extent of the provisions herein that are amendatory thereof or supplemental thereto.

Section 4.02 Severability.

If any provision of this Supplement shall be held or deemed to be, or shall, in fact, be, illegal, inoperative or unenforceable, the same shall not affect any other provision herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 4.03 Counterparts.

This Supplement 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 4.04 Rules Of 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", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to this Supplement as a whole, and not solely to the particular portion in which any such word is used.

## Section 4.05 Captions.

The captions and headings in this Supplement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Supplement.

In Witness Whereof, The Issuer and the Trustee have caused this Supplement to be signed, sealed and attested on their behalf by their duly authorized representatives, all as of the date first above written.

City of Chicago

By: \_\_\_\_\_  
Chief Financial Officer

[Seal]

Attest:

\_\_\_\_\_  
City Clerk

Bank One Trust Company, National  
Association, as Trustee

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

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

[Seal]

Attest:

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

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



Consented To:

George K. Baum & Company,  
beneficial owner of 100% of Bond R-1

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

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

(Sub)Exhibit "A" referred to in this Supplemental Trust Indenture with Bank One Trust Company, National Association reads as follows:

*(Sub)Exhibit "A".*  
(To Supplemental Trust Indenture With Bank One  
Trust Company, National Association)

*Form Of Fully Registered Bond.*

United States Of America  
State Of Illinois

R-2

\$50,000,000

City Of Chicago

Single-Family Mortgage Revenue Refunding Bond,  
Draw Down Series 2002.

Dated Date: May 31, 2002.

| Initial<br>Interest Date                                        | Mandatory<br>Tender Date | Maturity Date | C.U.S.I.P  |
|-----------------------------------------------------------------|--------------------------|---------------|------------|
| 85% Of Taxable<br>Interest Rate<br>(Determined<br>May 30, 2002) | May 30, 2003             | May 1, 2004   | 167685 MA1 |

Registered Owner: Cede & Co.

Principal Amount: Fifty Million Dollars (\$50,000,000)

The City of Chicago, a municipality and a home rule unit of government organized and existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, hereby promises to pay, solely from the sources hereinafter described, to the Registered Owner named above, or such Registered Owner's registered assigns or legal representatives, on the Maturity Date specified above, upon the presentation and surrender of this Bond at the Designated Corporate Trust Office of Bank One Trust Company, National Association, Chicago, Illinois, as Paying Agent, such portion of the Principal Sum specified above as shall have been advanced to the Issuer hereunder and not previously redeemed or repaid (as reflected by the Schedule of Draws noted on Schedule A hereto, and as confirmed by the Trustee on the Schedule of Draws maintained by the Trustee). The Issuer also hereby promises to pay, solely from the same sources as are stated above, interest on the advanced portions of the Principal Sum specified above from the dates of advancement thereof, at the rates of interest per annum, and for the periods, specified below. Interest on the advanced portions of the Principal Sum specified above shall accrue from each date of advancement, and shall be payable on the last business day of each calendar month, commencing June 28, 2002 (each an "Interest Payment Date"), until all such advanced portions of the Principal Sum specified above are duly paid.

This Bond shall bear interest from its Dated Date to the day next preceding the first (1<sup>st</sup>) Interest Payment Date (the "Initial Rate Period") at the Initial Interest Rate per annum specified above, and, subsequent to the Initial Rate Period and prior to the Maturity Date specified above, shall bear interest during each succeeding Rate Period on the amount drawn by the Issuer hereunder and not repaid or redeemed at the rate determined by the Calculation Agent (and noticed in writing to the Trustee and the Issuer) on the related Rate Setting Date by 12:00 Noon, Chicago, Illinois time, to be equal to the B.M.A. Index for tax-exempt weekly variable rate demand bonds in effect on such Rate Setting Date plus sixty (60) basis points (zero and sixty hundredths percent (0.60%)); provided, however, that (i) the interest rate on the Bonds subsequent to the initial Rate Period shall not be less than ninety

percent (90%) of the Taxable Interest Rate and shall not be more than ninety-nine percent (99%) of the Taxable Interest Rate, and (ii) no such interest rate shall exceed the Maximum Rate. Interest accrued on the Bonds during each Rate Period shall be paid on the next succeeding Interest Payment Date and shall be computed on the basis of a year of three hundred sixty-five (365) or three hundred sixty-six (366) days, as appropriate, for the actual number of days elapsed. Interest shall accrue only on such principal amount as has been actually drawn by the Issuer and not repaid or redeemed, as reflected on the Schedule of Draws attached hereto and as confirmed on the Schedule of Draws maintained by the Trustee.

If this Bond is held in book-entry-only form, it will be registered in the name of the Securities Depository or its nominee, which will initially be Cede & Co. as nominee for The Depository Trust Company. Payments of principal of and interest on this Bond shall be made to the Securities Depository in accordance with its procedures. If this Bond is not held in book-entry-only form, interest hereon shall be payable by wire transfer in immediately available funds to the person in whose name this Bond is registered at the close of business on the Business Day next preceding each Interest Payment Date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of a duly authorized series of bonds of the Issuer designated "City of Chicago Single-Family Mortgage Revenue Refunding Bonds, Draw Down Series 2002" (the "Bonds"), issued in the aggregate original principal amount of Fifty Million Dollars (\$50,000,000), pursuant to the provisions of, and in full compliance with, the Constitution and the laws of the State of Illinois (the "State"), including particularly Article VII, Section 6 of the 1970 Constitution (the "Act"), and an ordinance duly adopted by the City Council of the Issuer, and a Trust Indenture, dated as of May 1, 2002 (the "Indenture"), between the Issuer and Bank One Trust Company, National Association, Chicago, Illinois, as trustee thereunder (the "Trustee"), duly executed and delivered by the Issuer, authorizing the issuance of the Bonds and the execution and delivery of the Indenture for the purpose of providing funds to retire certain portions of certain outstanding bonds of the Issuer, as described in the Indenture, issued for the purpose of aiding in the provision of an adequate supply of residential housing for low- and moderate-income persons or families within the City of Chicago. All terms not otherwise defined herein shall have the meanings set forth in the Indenture.

The holder of this Bond should make reference to the Indenture and any and all supplements thereto, and modifications and amendments thereof, 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 Bonds with respect thereto and the terms and conditions upon which the Bonds are issued. A copy of the Indenture is on file at the office of the Issuer and at the Designated Corporate Trust Office of the Trustee.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the owners of the Bonds at any time by the Issuer in some circumstances without the consent of the owners of the Bonds, in other circumstances with the consent of the owners of more than sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) in aggregate principal amount of the Bonds, and in other circumstances only with the consent of the owners of all of the Bonds. Any such consent by the Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future owners of this Bond and of any Bond issued upon transfer or exchange of this Bond, whether or not notation of such consent is made upon this Bond. The Indenture also contains provisions permitting the Trustee to waive certain past defaults under the Indenture and their consequences.

The Bonds are issuable only as fully registered bonds, without coupons, in denominations of Ten Thousand Dollars (\$10,000) or any integral multiple of Five Thousand Dollars (\$5,000) in excess thereof. This Bond is transferable by the Registered Owner or by his attorney duly authorized in writing at the Designated Corporate Trust Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture. This Bond may be exchanged by the Registered Owner or by his attorney duly authorized in writing at the Designated Corporate Trust Office of the Trustee, but only in the manner, subject to the limitations and upon the payment of the charges provided in the Indenture. If this Bond is presented for transfer or exchange, it shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature duly satisfactory to the Trustee, duly signed by the Registered Owner or his duly authorized attorney. Upon such transfer or exchange, the Trustee will authenticate a new Bond or Bonds of like series, dated date, maturity date, interest rate and of other authorized denomination or denominations for the same aggregate principal amount, except as otherwise provided in the Indenture. The Issuer and the Trustee shall not be required to transfer or exchange any Bonds (a) during a period beginning at the opening of business on any date of selection of Bonds to be redeemed prior to maturity and ending at the close of business on the day on which the applicable notice of redemption is given, (b) selected, called or being called for redemption prior to maturity in whole or in part, or (c) during a period commencing on the Record Date next preceding an Interest Payment Date through and including such Interest Payment Date.

The Bonds are subject to mandatory tender to the Trustee or its designated agent on the Mandatory Tender Date for purchase at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus interest accrued to, but excluding, the Mandatory Tender Date, subject in all events to the right of the Issuer to redeem tendered Bonds. No notice to the owners of the Mandatory Tender Date is required, and all Bonds shall be deemed to have been tendered for purchase on the Mandatory Tender Date. Should the Bonds be purchased by the Issuer on

the Mandatory Tender Date with the proceeds of the Investment Agreement, the Bonds shall be deemed to be retired and no longer outstanding as of such date.

The Bonds are subject to redemption, in whole or in part, at the option of the Issuer on any Interest Payment Date at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, plus interest accrued to, but excluding, the date of redemption, subject, however, to the following limitations: first, the principal amount of any Drawing shall not be subject to redemption before the Interest Payment Date next following the date of such Drawing; and second, no partial redemption on any Interest Payment Date on or prior to the Mandatory Tender Date shall result in a principal amount of less than Ten Thousand Dollars (\$10,000) remaining Outstanding following such redemption. Optional redemptions shall be in minimum aggregate principal amounts of Ten Thousand Dollars (\$10,000) and integral multiples of Five Thousand Dollars (\$5,000) in excess thereof.

Except as provided in the next paragraph, notice of the call for any redemption, identifying the Bonds or portions thereof to be redeemed, shall be given by the Trustee by mailing a copy of the redemption notice by first class mail (registered or certified mail as to owners of at least One Million Dollars (\$1,000,000) in aggregate principal amount of the Bonds), postage prepaid, not more than thirty (30) days and not less than seven (7) 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 maintained by the Trustee as bond registrar. The failure of an owner to receive such notice so mailed shall not affect the sufficiency of the proceedings for the redemption of any Bond; and neither the failure to mail such notice nor any defect in any notice so mailed shall affect the sufficiency of any of the proceedings for the redemption of Bonds owned by any other owner. Notice of redemption of Bonds shall be given by the Trustee for and on behalf of the Issuer. Any Bondholder owning at least One Million Dollars (\$1,000,000) in principal amount of the Bonds may request that a second (2<sup>nd</sup>) copy of the notice of redemption be sent to a second (2<sup>nd</sup>) address provided to the Trustee in writing prior to the Record Date for such redemption. The Trustee assumes no responsibility for nor shall it have any liability for incorrect C.U.S.I.P. numbers provided in connection with any redemption of the Bonds. Incorrect C.U.S.I.P. numbers shall have no effect on the validity of any redemption notice given pursuant to the Indenture. A second (2<sup>nd</sup>) notice of redemption shall be given on the sixtieth (60<sup>th</sup>) day after the redemption date in the manner required above to the registered owners of redeemed Bonds which have not been presented for payment by such sixtieth (60<sup>th</sup>) day after the redemption date. Any notice mailed as provided above shall be conclusively presumed to have been duly given upon mailing, whether or not the owner of such Bonds receives the notice.

Except as hereinafter provided, unless waived by the Trustee, the Issuer shall provide written notice to the Trustee at least thirty (30) days prior to the date of any optional redemption of the Bonds. To the extent the Issuer elects to optionally redeem the Bonds on the Mandatory Tender Date, unless waived by the Trustee, the Issuer shall provide written notice thereof to the Trustee not less than two (2) business days prior to the Mandatory Tender Date.

This Bond and the issue of which it forms a part are limited obligations of the Issuer, payable solely from the Trust Estate granted under the Indenture. The Bonds, together with interest thereon, are not general or moral obligations of the Issuer, but are limited obligations, payable solely from such Trust Estate, and shall be a valid claim of the owners thereof against such Trust Estate, as provided herein, which is hereby assigned, pledged and otherwise secured for the equal and ratable payment of the Bonds (except as otherwise provided therein), and shall be used for no other purpose than to pay the principal of and interest on the Bonds except as may be otherwise expressly authorized in the Indenture. The Bonds and the interest thereon do not constitute an indebtedness, liability, general or moral obligation or a loan of credit of the Issuer, the State or any political subdivision thereof within the meaning of any constitutional or statutory provisions, but are payable solely from the sources above described. Neither the faith and credit nor the taxing power of the Issuer, the State or any political subdivision thereof is pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto. No owner of any Bonds shall have the right to compel any exercise of the taxing power of the Issuer, the State or any political subdivision thereof to pay the Bonds or the interest thereon.

It is hereby certified, recited and declared that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation applicable to the Issuer; and that the revenues assigned and pledged to the payment of the principal of and interest on this Bond and the issue of which it forms a part, as the same become due, are provided to be sufficient in amount for that purpose. This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose, until the Certificate of Authentication on this Bond shall have been dated and signed by the Trustee.

In Witness Whereof, The City of Chicago has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Mayor of the Issuer and the seal of the Issuer to be impressed or imprinted hereon and attested by the manual or facsimile signature of the City Clerk of the Issuer, all as of the Dated Date identified above.

City of Chicago

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

[Seal]

Attest:

\_\_\_\_\_  
City Clerk

Trustee's Certificate Of Authentication.

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

Date of Authentication: \_\_\_\_\_

Bank One Trust Company,  
National Association, as Trustee

\_\_\_\_\_  
Authorized Signature

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 if 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.

## Form Of Assignment.

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

\_\_\_\_\_  
(Print or Type Name and Address of Transferee Above)

Insert Social Security or other Taxpayer Identification Number of Assignee:

\_\_\_\_\_  
the within Bond and all rights and title therein, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney,

(Print or Type Name and Address of Attorney Above)

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Registered Owner)

Signature Guaranteed: \_\_\_\_\_

Notice: Signature(s) must be  
guaranteed by a member  
firm of the New York Stock  
Exchange or by a commercial  
bank or trust company.

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

Schedule "A" referred to in this Form of Fully Registered Bond reads as follows:

*Schedule "A".*  
(To Form Of Fully Registered Bond)

*Schedule Of Draws.*



| Date Of Draw | Amount Of Draw | Cumulative Outstanding<br>Principal Amount |
|--------------|----------------|--------------------------------------------|
| May 31, 2002 | \$2,225,000    | \$2,225,000                                |
| _____        | _____          | _____                                      |
| _____        | _____          | _____                                      |
| _____        | _____          | _____                                      |

*Schedule Of Redemptions.*

| Date Of Redemption | Amount Of Redemption | Cumulative Outstanding<br>Principal Amount |
|--------------------|----------------------|--------------------------------------------|
| _____              | _____                | _____                                      |
| _____              | _____                | _____                                      |
| _____              | _____                | _____                                      |

\_\_\_\_\_

AMENDMENT OF REDEVELOPMENT AGREEMENT  
WITH FJV VENTURE FOR PROPERTY AT  
108 NORTH STATE STREET.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 amended redevelopment agreement with FJV Venture, 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 Edward M. 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 46.

*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, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago ("City") on February 7, 1997 and published at pages 38260 -- 38402 of the *Journal of the Proceedings of the City Council* ("*Journal*") of such date, a certain redevelopment plan and project ("Plan") for the Expanded North Loop Redevelopment Project Area (such expanded area also known as the Central Loop

Redevelopment Project Area (the "Area")) was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1996 State Bar Edition) ("Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 7, 1997 and published at pages 38400 and 38403 -- 38414 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance ("T.I.F. Adoption Ordinance") adopted by the City Council on February 7, 1997 and published at pages 38412 and 38415 -- 38425 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, Pursuant to the terms and conditions of that certain ordinance passed by the City Council on September 23, 1987 (and published in the *Journal* at pages 4195 -- 4199), the City and FJV Venture, an Illinois general partnership (hereafter, "FJV"), executed that certain Redevelopment Agreement for Sale and Redevelopment of Land as of October 22, 1987, as amended by that certain amendatory letter of agreement dated December 28, 1989 ("Redevelopment Agreement"), providing, inter alia, for the redevelopment of those certain parcels of land and appurtenant easements and rights located in the Area and legally described on Exhibit A attached hereto (the "Property") and which constitute, for purposes of this ordinance and may also be referred to as, the Site; and

WHEREAS, The Site has been referred to as "Block 37" of the Area but is also sometimes commonly referred to as 108 North State Street, Chicago; and

WHEREAS, Under the terms of the Redevelopment Agreement, the Property was to be developed by FJV in three (3) phases, with Phases I and II to have commenced by not later than September 30, 1990, and be completed no later than September 30, 1993, subject to permitted delays; and

WHEREAS, Due to the failure of FJV to develop the Property in accordance with the terms and conditions of the Redevelopment Agreement and the time frames for commencement and completion of Phases I and II thereunder, the City seeks to acquire from FJV the Property as anticipated by the Redevelopment Agreement; and

WHEREAS, Paragraph 31 of the Redevelopment Agreement confers upon the City a right and option to acquire the Property from FJV in one (1) transaction; and

WHEREAS, The City and FJV seek to amend the Redevelopment Agreement, including specifically, paragraph 31 thereof, to provide for the acquisition of the Property in accordance with the terms and conditions of this ordinance and that certain amendment to Redevelopment Agreement (the "Amendment"), substantially

in the form attached hereto as Exhibit B; and

WHEREAS, As provided for in the Amendment, the purchase price for the Property to be paid by the City to FJV shall be Thirty-two Million Five Hundred Thousand and no/100 Dollars (\$32,500,000.00), subject to the obligations of FJV and of the City with respect to the payment of real estate taxes for the Property as set forth in the Amendment, with the sum of Twelve Million Five Hundred Eighty-three Thousand Four Hundred Thirty and no/100 Dollars (\$12,583,430.00) to be paid by the City at closing, and the balance due owing of Nineteen Million Nine Hundred Sixteen Thousand Five Hundred Seventy and no/100 Dollars (\$19,916,570.00) to be paid pursuant to the "Replacement Mortgage" (as defined in the Amendment) as a direct and general obligation of the City; and

WHEREAS, The acquisition of the Property will be financed by the City in part from: (a) a portion of the proceeds ("Bond Proceeds") of its Tax Increment Allocation Bonds (Central Loop Redevelopment Project), Series 1997 issued pursuant to an ordinance adopted by the City Council on July 30, 1997 and/or Tax Increment Allocation Bonds (Central Loop Redevelopment Project), Series 2000, issued pursuant to an ordinance adopted by the City Council on May 17, 2000 (collectively, "Bonds") and/or (b) "Incremental Taxes", which for purposes of this ordinance shall mean such ad valorem taxes pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Central Loop Project Redevelopment Project Special Tax Allocation Fund established pursuant to the Act; and/or (c) other funds legally available to the City; 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 Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Amendment to the Redevelopment Agreement between FJV and the City substantially in the form attached hereto as Exhibit B and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the Amendment.

SECTION 3. The obligation of the City to make payments under the Replacement Mortgage is a direct and general obligation of the City payable from any funds legally available and appropriated, as necessary, for such purpose. The City shall take all necessary action to appropriate funds, as necessary, in a timely manner so as to provide for the making of all payments under the Replacement Mortgage; provided, however, that in no event shall the City be obligated to levy any separate

ad valorem or other tax in addition to other City taxes or any special ad valorem or other tax unlimited as to rate or amount to pay amounts owed by the City under the Replacement Mortgage; provided further that if the City fails to take subsequent steps to appropriate any such required funds, this ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect immediately upon its passage.

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

*Exhibit "A".*  
(To Ordinance)

*Legal Description Of The Property (The Site) And  
All Appurtenant Rights And Easements.*

Parcel 1:

Original Lot 4 (except the south 80 feet thereof) and the west half of Original Lot 3 (except the south 80 feet thereof) in Block 37 in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The east 40 feet of Lot 5 in the Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 2A:

The private alley 10 feet in width lying west of and adjoining the 5 foot alley south and adjoining Lot 4 and also lying west of and adjoining Lots 4, 7, 8 and 9 and east of and adjoining Lot 5 in the Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in Original Town of Chicago, in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, said private alley being parallel to the west line of State Street, 90 feet west of the easterly line of Lot 1 and running from Randolph Street, to the first alley south of same which runs parallel thereto, in Cook County, Illinois.

## Parcel 2B:

That part of Lot 1 in Block 37 in Original Town of Chicago, described as follows:

commencing on the south line of Randolph Street at a point 20 feet east of the east line of a private alley established by Joseph Matterson and Others and described in an agreement recorded October 14, 1842, as Document Number 10380, in Book 8, pages 266 and 267; thence east on the south line of Randolph Street, 20 feet; thence south parallel with the east line of said private alley 81 feet, 9 inches; thence west parallel with Randolph Street, 20 feet; and thence north to the point of beginning, in Cook County, Illinois.

## Parcel 3:

Lots 8 and 9 in the Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in the Original Town of Chicago and a strip of land lying between the east line of Lots 8 and 9 of the Assessor's Division aforesaid and the west line of State Street, as established by an act of the legislature of the State of Illinois approved March 3, 1845, in Cook County, Illinois.

## Parcel 3A:

That part of Lot 1 in Block 37 in the Original Town of Chicago bounded and described as follows:

commencing at the south line of Randolph Street and the north line of Lot 1 aforesaid, at a point 40 feet east of the east line of a private alley laid out through said lot according to an agreement between Walter S. Gurnee and Others recorded October 14, 1842, in Book 8 of Deeds, pages 266 and 267; thence running east on the south side of Randolph Street and the north line of said lot, 20 feet; thence south on a line parallel with the east line of said private alley, 50 feet; thence west on a line parallel with the south side of

Randolph Street and the north line of said lot, 20 feet; thence north on a line parallel with the east line of said private alley, 50 feet to the point of beginning, in Cook County, Illinois.

Parcel 3B:

Lot 4 in Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, otherwise described as follows:

that part of Lots 1 and 2 in Block 37 in Original Town of Chicago described as follows:

commencing on the south side of Randolph Street, on the north line of said Lot 2, at a point where the east line of a private alley laid out by Gurnee and Others meets Randolph Street; thence east on the north line of said Lots 1 and 2, 20 feet; thence south on a line parallel with the east line of said alley 81 9/12 feet; thence west on a line parallel with the south line of Randolph Street, 20 feet to the east line of said alley; thence north on the east line of said alley 81 9/12 feet to the place of beginning in Cook County, Illinois.

Parcel 3C:

Lots 1, 6 and 7 in the Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in the Original Town of Chicago, together with private alleys west of and adjoining Lot 6 and north of and adjoining Lot 7 and a strip of land lying between the east line of Lots 1, 6 and 7 of Assessor's Division and the west line of State Street and described by an act of the Legislature of the State of Illinois approved March 3, 1845, in Cook County, Illinois.

Parcel 4:

The west 20 feet of sublots in the Assessor's Division of Lots 1, 2, 7 and 8, in Block 37 in the Original Town of Chicago, also all of Sublot 1 in the Assessor's Division of Lots 3, 4 and 5 in said Block 37 in the Original Town of Chicago, all in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

The south 7 feet of Lot 7 and all of Lots 8 and 9, in the Assessor's Division of Lots 3, 4 and 5 in Block 37 in the Original Town of Chicago in Sections 9 and 10,

Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6:

Lot 10 in the Assessor's Division of Lots 3, 4 and 5, in Block 37 in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7:

Lot 6 and the west 30 feet of Lot 7 in Block 37 in the Original Town of Chicago in the southeast quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 8:

The part of Lot 7 in Block 37, in the Original Town of Chicago, bounded and described as follows:

beginning on the south line of said Lot 7, at a point 30 feet east from the southwest corner thereof; running thence east along said south line 30 feet to the ground reserved as an alley in and by a certain deed made by Hugh T. Dickey to Hart L. Stewart and James Y. Sanger, dated November 28, 1845 and recorded January 7, 1847 in Book 22 of Deeds, page 605; thence north parallel to the east line of said Lot 7 along the west line of said alley and also along the west line of the alley mentioned in the Deed of said Dickey to Hibbard Porter, recorded December 23, 1844 in Book 14 of Deed, page 194, to the north line of Lot 7; thence west along said north line 30 feet to part of said Lot 7 conveyed by said Dickey to Samuel J. Swam by Deed dated November 29, 1845 and recorded December 3, 1845 in Book 18 of Deeds, page 5; thence south parallel to the east line of said Lot 7 to the place of beginning, in Cook County, Illinois.

Parcel 8A:

A 10 foot (private alley) strip (except the east half thereof) lying west of and adjoining Lots 13 and 14 in Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, also known as a 10 foot strip of land (except the east half thereof) reserved for alley, described as the south half of the west 10 feet of the east 20 feet of Lot 7 in Block 37 in the Original Town of Chicago, in Cook County, Illinois.



## Parcel 9:

A parcel of land bounded and described as follows to wit:

commencing at the intersection of the west line of State Street as now located and the south line of the alley running east and west through Block 37 in the Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian; thence running west along the south line of said alley 104 feet, 7 inches, more or less, to the west line of the east 20 feet of Lot 7 in Block 37; thence running south along the west line of the east 20 feet of said Lot 7, 91½ feet, more or less, to the south line of the north half of said Lot 7; thence running east along the south line of the north half said Lot 7 and the south line of the north half of Lot 8 in said Block 37, 104 feet, 7 inches, more or less, to the west line of State Street as now located; thence running north along the west line of State Street 91½ feet, more or less, to the place of beginning, all in Cook County, Illinois.

## Parcel 10:

## Tract 1:

Part of Lot 5 in Block 37 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

commencing at a point in the west line of said Lot 5 which is 55 feet, 10 inches south of the northwest corner of said lot; thence east for a distance of 54 feet along a straight line which, if extended, would intersect the east line of said Lot 5 at a point 54 feet, 6 inches south of the northeast corner of said lot; thence north 4 feet, 8 inches; thence west 54 feet to a point on the west line of said lot; thence south 4 feet, 8 inches to the point of beginning, in Cook County, Illinois.

Also,

## Tract 2:

That part of the north 88 feet, 10 inches of Lot 5 in Block 37 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian lying south of a straight line drawn from a point in the west line of said tract that is 33 feet north of the southwest corner thereof to a point in the east line of said tract that is 34 feet, 4 inches north of the southeast corner thereof, in Cook County, Illinois.

## Parcel 11:

The south 80 feet of Original Lot 4 and the south 80 feet of the west half of Original Lot 3 in Block 37 in the Original Town of Chicago, sometimes described as Lots 4 and 5 in the Assessor's Division of Original Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 12:

## Tract 1:

Lots 13 and 14 in Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in the Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

## Tract 2:

A strip of land lying between the east line of the above described parcel, and the west line of State Street as fixed by an act of the General Assembly approved March 3, 1845, as it appears from plat thereof recorded January 26, 1872 in Book 1 of Plats, page 20, in Cook County, Illinois.

## Tract 3:

The east half of a 10 foot (private alley) strip lying west and adjoining Lots 13 and 14 in Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also known as the east half of a 10 foot strip of land reserved from alley described as the south half of the west 10 feet of the east 20 feet of Lot 7 in Block 37 in Original Town of Chicago, in Cook County, Illinois.

## Parcel 13:

All of vacated West Court Place as described and vacated by ordinance of the City of Chicago dated December 20, 1989 and recorded December 29, 1989 as Document Number 89621866 in the Office of the Recorder of Deeds of Cook County, Illinois, (except the south half of said vacated West Court Place lying north and adjoining Lot 5 in Block 37 in Original Town of Chicago), all in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 14:

Easements for the benefit of Parcels 1 through 11, both inclusive, and 13, as created in that certain easement agreement dated December 28, 1989 and recorded December 29, 1989 as Document Number 89621871 as follows:

- A. An exclusive easement to construct, maintain, repair and use structures, foundations, supports, pedestrian corridors, easements and other facilities for the redevelopment in that part of the south half of the west 80 feet of the access corridor defined in said easement agreement, which lies below a plane formed by the upper surface of the sidewalk existing as of December 28, 1989 on the east side of North Dearborn Street adjacent to the north 51 feet, 2 inches of Lot 5 in Block 37 aforesaid.
- B. A non-exclusive easement for ingress and egress over that part of the south half of the west 80 feet of said access corridor which lies below a plane 14 feet, 6 inches above ground level of said access corridor.
- C. A non-exclusive easement to enter in and upon the south half of the west 80 feet of said access corridor as may be reasonably necessary for the construction, maintenance, repair and replacement of the redevelopment, in Cook County, Illinois.
- D. A non-exclusive easement for emergency ingress and egress over the west 80 feet of the south half of the access corridor, in Cook County, Illinois.

## Address:

108 North State Street  
Chicago, Illinois

## Permanent Index Numbers:

|                    |                    |
|--------------------|--------------------|
| 17-09-450-001-0000 | 17-09-450-018-0000 |
| 17-09-450-002-0000 | 17-09-451-003-0000 |
| 17-09-450-003-0000 | 17-09-451-004-0000 |
| 17-09-450-006-0000 | 17-09-451-005-0000 |
| 17-09-450-007-0000 | 17-09-451-006-0000 |

## Permanent Index Numbers:

|                    |                    |
|--------------------|--------------------|
| 17-09-450-008-0000 | 17-09-451-007-0000 |
| 17-09-450-009-0000 | 17-09-451-008-0000 |
| 17-09-450-010-0000 | 17-09-451-009-0000 |
| 17-09-450-011-0000 | 17-09-451-012-0000 |
| 17-09-450-012-0000 | 17-09-451-017-0000 |
| 17-09-450-013-0000 | 17-09-451-018-0000 |
| 17-09-450-016-0000 | 17-09-451-019-0000 |
| 17-09-450-017-0000 |                    |

*Exhibit "B".*  
(To Ordinance)

*Amendment To Redevelopment Agreement And Contract  
For Sale Of Land, North Loop Block 37.*

This amendment to redevelopment agreement (this "Amendment"), dated as of \_\_\_\_\_, 2002 is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and FJV Venture, an Illinois general partnership, having an office in care of JMB/City Centre Company, Ltd. at 900 North Michigan Avenue, Chicago, Illinois 60611 ("FJV").

*Recitals.*

A. The City and FJV have heretofore entered into that certain "Redevelopment Agreement and Contract for Sale of Land -- North Loop Block 37" dated as of October 22, 1987 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on December 29, 1989 as Document Number 89621867, as amended by that certain amendatory letter of agreement dated December 28, 1989

(the "Redevelopment Agreement"); providing inter alia for the redevelopment of those certain parcels of land legally described on (Sub)Exhibit A attached hereto, constituting the Site on Block 37 (which is sometimes now referred to as 108 North State Street) and which together with all appurtenant rights and easements related thereto and also described in (Sub)Exhibit A comprise the "Property". All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Redevelopment Agreement.

B. Under the terms of the Redevelopment Agreement, the Property was to be developed by FJV in three (3) phases, with Phases I and II to have commenced by not later than September 30, 1990 and be completed no later than September 30, 1993, subject to Permitted Delays.

C. Due to the failure of FJV to develop the Property in accordance with the terms and conditions of the Redevelopment Agreement and the time frames for commencement and completion of Phases I and II thereunder, the City has determined that it would take steps to acquire the Property from FJV in connection with pursuing alternative development strategies by re-acquiring the Sale Parcels and acquiring the Purchaser's Parcels (the Sale Parcels and Purchaser's Parcels, together with appurtenant rights and easements related thereto, collectively constituting the Property). The City and FJV have had negotiations and discussion to accomplish this goal consistent with the provisions of the Redevelopment Agreement.

D. Paragraph 31 of the Redevelopment Agreement confers upon the City a right and option (the "City's Option") to acquire the Property in one transaction (i.e., to re-acquire the Sale Parcels for the previous price sold to FJV, namely Twelve Million Five Hundred Eighty-Three Thousand Four Hundred Thirty and no/100 Dollars (\$12,583,430.00), and to purchase the Purchaser's Parcels at a price determined through an appraisal process and sets forth other terms and conditions in connection therewith).

E. The parties desire to amend the Redevelopment Agreement in certain respects, including specifically paragraph 31 thereof, to provide for the acquisition of the Property by the City in furtherance of the City's Option in accordance with the terms and conditions of this Amendment.

#### *Terms And Conditions.*

Now, Therefore, In consideration of the above recitals, each of which is made a contractual part hereof, mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Redevelopment Agreement shall be amended as follows:

1. Paragraph G of the introductory statement (recitals) of the Redevelopment is hereby deleted in its entirety and the following shall be substituted therefor as such paragraph G:

"G. To induce redevelopment pursuant to the Act, the Chicago City Council adopted the following ordinances: On June 20, 1984: (1) 'An Ordinance of the City of Chicago, Illinois approving a redevelopment plan and project (the 'North Loop Plan') for the North Loop Tax Increment Redevelopment Project Area' (the 'North Loop Area'); (2) 'An Ordinance designating the North Loop Area as a redevelopment project area'; (3) 'An Ordinance adopting tax increment allocation financing as a means for financing certain North Loop Area redevelopment project costs'. On February 7, 1997, the North Loop Area was expanded and the North Loop Plan was amended by adoption of the following ordinances (and referred to therein as the Central Loop Plan and the Central Loop Area); (4) 'An Ordinance of the City of Chicago, Illinois regarding Approval of Tax Increment Redevelopment Plan for Expanded North Loop Redevelopment Project Area'; (5) 'An Ordinance of the City of Chicago, Illinois regarding Designation of Expanded North Loop Redevelopment Project Area as a Tax Increment Financing District'; and (6) 'An Ordinance of the City of Chicago, Illinois regarding Adoption of Tax Increment Allocation Financing for Expanded North Loop Redevelopment Project Area' (the 'T.I.F. Adoption Ordinance'), (all ordinances listed in clauses (1) -- (6) above are collectively referred to herein as the 'T.I.F. Ordinances'). The Redevelopment Project Area referred to above (the 'Redevelopment Areas') is legally described in Exhibit 'Q' hereto".

2. Paragraph 31 of the Redevelopment Agreement is hereby deleted in its entirety and the following shall be substituted therefor as paragraph 31:

"31. City's Option To Purchase:

The City shall have the right and option (the 'City's Option') to purchase and acquire the Property from FJV, subject to and in accordance with the following:

(a) It is understood and acknowledged that the City, with the written consent of FJV, a copy of which is attached hereto as Exhibit 'R', has issued its 'Request for Qualifications for the Purchase and Redevelopment of the 108 North State Property' on January 23, 2002 (the 'RFQ') in furtherance of the City's strategy to select a qualified developer ('Master Developer') that will assemble a team acceptable to the City which is capable of planning, designing, financing and developing and/or causing to be developed the Property consistent with the City's goals and objectives into a centerpiece for the Redevelopment Area. The City is desirous of coordinating acquisition of the Property, title to which is held in American National Bank and Trust Company of Chicago Trust Numbers 102101-02, 50591 and 109665-05 (the 'Title Holding Trusts') under which FJV is the named beneficiary, pursuant to

the City's Option consistent with the time lines set forth in the RFQ for the City to select the Master Developer and enter into a Memorandum of Intent ('M.O.I') with such Master Developer by July, 2002 (as such time lines may be adjusted as the RFQ process evolves).

(b) With regard to the purchase price for the Property, the parties have agreed as follows:

(i) The purchase price for the Sale Parcels shall be Twelve Million Five Hundred Eighty-three Thousand Four Hundred Thirty and no/100 Dollars (\$12,583,430.00).

(ii) With regard to the acquisition of the Purchaser's Parcels, the City and FJV have each obtained an appraisal for said Purchaser's Parcels based on the fair market value of said Purchaser's Parcels as of the original closing date under the Redevelopment Agreement of December 28, 1989, true and complete copies of which appraisals have been made available, and are found acceptable, to both parties. The parties have determined and agreed that the acquisition price for the Purchaser's Parcels, based on said appraisals, shall be Nineteen Million Nine Hundred Sixteen Thousand Five Hundred Seventy and no/100 Dollars (\$19,916,570.00).

(iii) Accordingly, the total purchase price ('Purchase Price') for the Property, inclusive of all appurtenant rights and easements, shall be Thirty Two Million Five Hundred Thousand and no/100 Dollars (\$32,500,000.00), subject to the obligation of FJV to pay, or to have paid, real estate taxes only through the first (1<sup>st</sup>) installment of real estate taxes for levy year 2001 (the City being responsible for installments of real estate taxes that become due thereafter without any right to a proration credit from FJV for its period of ownership prior to closing). In connection with the closing on the date of conveyance of the Property to the City from FJV (the 'Closing Dates'), should the closing occur pursuant to the provisions hereof, the Purchase Price shall be paid in immediately available funds of Twelve Million Five Hundred Eighty-three Thousand Four Hundred Thirty and no/100 Dollars (\$12,583,430.00), subject to the aforesaid obligations of FJV and the City with respect to the payment of real estate taxes, and the balance of Nineteen Million Nine Hundred Sixteen Thousand Five Hundred Seventy and no/100 Dollars (\$19,916,570.00) (the 'Mortgage Balance') by the City accepting title to the Property subject to the Replacement Mortgage (hereinafter defined) with the assumption by the City of the Mortgage Balance as a general obligation, all as more particularly provided in item (iv) below of this subparagraph (c).

(iv) The only mortgage encumbering the Property upon conveyance to the City of the Property in connection with the closing on the Closing Date shall be a mortgage securing one (1) note indebtedness held by an institutional lender to be arranged by and for FJV prior to or in connection with such

closing, or held by existing partners of FJV or their affiliates, which shall take into account and reflect the following terms and conditions (the 'Replacement Mortgage'):

(1) The amount of indebtedness secured thereby upon assumption by the City shall be the amount of the Mortgage Balance. No interest shall accrue, be owing or payable thereunder or be secured thereby up to and including the Maturity Date (hereinafter defined) but shall thereafter bear interest. Any interest otherwise charged to the borrower up to and including the Maturity Date with respect to the Replacement Mortgage indebtedness shall be handled by separate arrangement with the lender and shall be the sole responsibility of FJV.

(2) The maturity date of any then outstanding indebtedness secured thereby shall be January 1, 2005 (the 'Maturity Date').

(3) The indebtedness secured thereby may be prepaid in whole or in part without premium or penalty. Further, upon conveyance (by deed or ground lease) by the City of any parcel(s) of the Property ('Parcels') to any person, including the Master Developer, prior to the Maturity Date, the City shall have the obligation to make payments on account of the Mortgage Balance equal to the greater of (aa) any net sale consideration received, i.e., total consideration received from the sale after payment of customary out of pocket costs incurred by the City related to such sale, from the conveyance; and (bb) the prorata amount of the Mortgage Balance (the 'Fractional Amount') determined by multiplying the Mortgage Balance by a fraction the numerator of which is the square footage of the Parcel(s) and the denominator of which is the square footage of the whole tract comprising the fee simple interest of the Property, being for the purposes hereof one hundred seventeen thousand five hundred six (117,506) total square feet.

(4) Partial releases from the lien of the Replacement Mortgage with respect to Parcel(s) of the Property shall be provided by the holder thereof based on payments received under item (3) immediately above. The Parcels to be so released shall be designated by the City and supported by appropriate legal description and surveyor certification of square footage thereof to be released.

(5) The indebtedness secured by the Replacement Mortgage and the Replacement Mortgage itself shall be structured as a non-recourse obligation, i.e. without personal liability to FJV and recourse limited to the Property; provided, however, that the City expressly acknowledges that its consideration for its right to pay the balance of the Purchase Price in the amount of the Mortgage Balance by taking subject to the Replacement Mortgage will also include the requirement that the City assume and/or guarantee the Mortgage Balance as its direct and general obligation payable



from any funds legally available and appropriated, as necessary, for such purpose. The City shall covenant and agree to take all necessary action to appropriate funds, as necessary, in a timely manner so as to provide for the making of all payments under the Replacement Mortgage; provided, however, that in no event shall the City be obligated to levy any separate ad valorem or other tax in addition to the other City taxes or any special ad valorem or other tax unlimited as to rate or amount to pay indebtedness under the Replacement Mortgage.

(6) The terms and provisions of the Replacement Mortgage shall otherwise be subject to the approval of the City for consistency with requirements of this Amendment and authorization received by the City Council of the City in connection therewith; and the City shall enter into such other or further instruments or agreements of acknowledgment, recognition and consent, in form and substance reasonably satisfactory to the City and otherwise consistent with the aforesaid requirements, as shall be reasonably necessary in connection with any action by FJV and its partners to sell its or their rights and interests in the Replacement Mortgage and Mortgage Balance indebtedness secured thereby in whole or in part to an institutional lender.

(v) Consistent with T.I.F. Ordinances and the City Council's authorization of this Agreement, as amended, the Purchase Price for the Property payable in immediately available funds in connection with the closing on the Closing Date may be derived by the City from (i) a portion of the proceeds ('Bond Proceeds') of its Tax Increment Allocation Bonds (Central Loop Redevelopment Project), Series 1997 issued pursuant to an ordinance adopted by the City Council on July 30, 1997 and/or Tax Increment Allocation Bonds (Central Loop Redevelopment Project), Series 2000, issued pursuant to an ordinance adopted by the City Council on May 17, 2000 (collectively, the 'Bonds') and/or (ii) 'Incremental Taxes', which for purposes of this Agreement, shall mean such ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.48(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Central Loop Project Redevelopment Project Special Tax Allocation Fund established pursuant to the Act to pay redevelopment project costs and obligations incurred in the payment thereof. The City has and shall reserve Bond Proceeds from the Bonds and/or Incremental Taxes in an amount sufficient to pay the cash portion of the Purchase Price payable in connection with the Closing on the Closing Date and shall pay the Mortgage Balance on or before the Maturity Date in accordance with the requirements of the Replacement Mortgage.

(c) Unless before September otherwise agreed between the City and FJV, the Closing Date shall occur on or before September 30, 2002, subject to and in accordance with the following:

(i) Upon the City's entering into a M.O.I. with the Master Developer, the City shall deliver to FJV by not later than August 31, 2002, or such later date as may be agreed upon by the City and FJV if such M.O.I. has not been executed by such earlier date (the 'Closing Notice Date'), a notice of intent to close suggesting a Closing Date (the 'Closing Notice'). The City and FJV shall thereafter agree on the Closing Date, which, shall be no later than September 30, 2002, unless the City and FJV agree to a later date.

(ii) In the event the City has not entered into a M.O.I. with the Master Developer by the Closing Notice Date, the City, in its sole discretion, nonetheless may elect to acquire the Property in accordance with the provisions of this paragraph 31 by delivering a Closing Notice to FJV by the Closing Notice Date. The City and FJV shall thereafter agree on the Closing Date, which, in any event, shall be no later than September 30, 2002, unless the City and EN agree to a later date.

(iii) In the event that the City delivers a Closing Notice to FJV as provided for in items (i) or (ii) of this subparagraph (c), the following shall govern in connection with the closing on the Closing Date:

(1) The transaction shall be closed through an escrow with Chicago Title and Trust Company under the usual form of deed and money escrow instructions modified to conform to this Agreement and to provide for an insured or so-called New York style closing. Pursuant to the terms of such escrow, FJV shall provide the City with an owner's policy of title insurance (A.L.T.A. 1972 Owner's B form policy) in the amount of the Purchase Price with extended coverage over general exceptions insuring title to the Property (including specifically appurtenant rights and easements set forth in (Sub)Exhibit A) in the City, subject to Permitted Encumbrances, as more particularly provided for in item (2) next below.

(2) FJV shall deliver to the City trustee's deeds from the trustee of the Title Holding Trusts conveying all of the Property (including specifically all appurtenant rights and easements) with exemptions from state and local transfer taxes and vesting the City with good and marketable title free and clear of all liens and encumbrances excepting (aa) real estate taxes not required hereunder to be paid by FJV, (bb) this Agreement, as amended, (cc) the Replacement Mortgage and (dd) other Permitted Encumbrances as might be set forth in Exhibit 'A' attached hereto (which together comprise the 'Permitted Encumbrances' under this Agreement).

(3) The Purchase Price shall be paid by the City depositing in the closing escrow the initial installment of Twelve Million Five Hundred Eighty-Three Thousand Four Hundred Thirty and no/100 Dollars (\$12,583,430.00), as might be adjusted for any required payment of real estate taxes by FJV, and the executed agreement with the holder of the Replacement Mortgage pursuant to which the City shall assume or guarantee the Mortgage Balance (being the balance of the Purchase Price) as a direct and general obligation of the City.

(4) The parties shall provide to the escrowee and title insurer all customary documents necessary to obtain the title insurance policy contemplated, including A.L.T.A. and Extended Coverage Statements, Gap or other appropriate undertakings.

(5) The parties shall jointly deposit into the closing escrow a signed Closing consistent with the requirements and provisions of the sale and purchase contemplated herein.

(iv) In The Event That The City Fails To Deliver The Closing Notice To FJV, Unless Otherwise Required To Do So, As Provided For In Items (I) And (II) Of This Subparagraph (C), The Parties Agree That The Terms Of This Paragraph 31 (As Added By This Amendment To The Redevelopment Agreement Dated October 22, 1987) Shall Be Null And Void And Of No Further Effect, And That The Terms And Provisions Of Paragraph 31 As Originally Stated In The Redevelopment Agreement Dated October 22, 1987, Shall Be Reinstated And Be Controlling".

3. For the purposes of the Redevelopment Agreement, as amended by this Amendment, the terms "Property" and "Site" shall be deemed to be one and the same; the "Permitted Encumbrances" described in (Sub)Exhibit "A" to the Redevelopment Agreement shall be revised and updated to reflect the matters set forth in (Sub)Exhibit B attached hereto; the description of the Redevelopment Area referred to as being (Sub)Exhibit "Q" to the Redevelopment Agreement is attached hereto as (Sub)Exhibit C; and the consent of FJV to the City's issuance of the RFQ hereinabove referred to as being (Sub)Exhibit "R" to the Redevelopment Agreement is attached hereto as (Sub)Exhibit D.

4. All of the other provisions of the Redevelopment Agreement shall remain in full force and effect.

5. This Amendment may be executed in counterparts. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

6. Except for fraud or intentional material misrepresentation, the liability of FJV hereunder (and under any other instrument executed by FJV in connection with the transactions contemplated herein) is limited solely to the Property and the net assets and property of FJV. Except for fraud or intentional material misrepresentation by such partner, no partner of FJV or any such partner's separate property shall be personally liable for any claim arising out of or related to this Amendment or any transactions contemplated herein. A deficit capital account of a partner of FJV shall not be deemed to be an asset or property of FJV and loans by a partner to FJV shall be treated as loans and not as a capital contribution.

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

City of Chicago,  
an Illinois municipal corporation

By: \_\_\_\_\_  
Alicia Mazur Berg,  
Commissioner, Department of  
Planning and Development

FJV Venture,  
an Illinois general partnership

By: JMB/City Centre Company, Ltd.  
(formerly known as JMB/City Centre Company)  
an Illinois limited partnership,  
general partner

By: JMB City Centre, Inc.,  
an Illinois corporation

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

By: Metropolitan Structures,  
an Illinois general partnership,  
general partner

By: Metco Properties,  
an Illinois limited partnership

By: \_\_\_\_\_  
General Partner

Acknowledgment.  
(For The City)

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, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Commissioner, 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 said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

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

[Seal]

My Commission expires \_\_\_\_\_.

Acknowledgment.  
(For JMB/City Centre Company, Ltd. As  
General Partner Of FJV Venture)

State of Illinois )  
 )SS.  
County of Cook )

I, \_\_\_\_\_, a notary public in and for said County, in the State of aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of JMB City Centre, Inc., and Illinois corporation, and general partner of JMB/City Centre Company, Ltd., an Illinois limited partnership (which in turn is a general partner of FJV Venture, an Illinois general partnership), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged that as such \_\_\_\_\_, he/she signed and delivered the said instrument, pursuant to authority given by the Board of Directors of JMB City Centre, Inc., as his/her free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

Notary Public

[Seal]

My Commission expires \_\_\_\_\_

Notary Public

[Seal]

Acknowledgment.  
(For Metropolitan Structures As General  
Partner Of F.J.V. Venture)

State of Illinois )  
                          )SS.  
County of Cook )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Metco Properties, an Illinois limited partnership and general partner of Metropolitan Structures, an Illinois general partnership (which in turn is a general partner of FJV Venture, an Illinois general partnership), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such \_\_\_\_\_, he/she signed and delivered the said instrument, pursuant to proper authority given as his/her free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

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

[Seal]

[(Sub)Exhibit "A" referred to in this Amendment to  
Redevelopment Agreement and Contract for Sale  
of Land, North Loop Block 37 constitutes  
Exhibit "A" to the ordinance and is  
printed on pages 90880  
through 90887 of  
this *Journal*.]

(Sub)Exhibits "B", "C" and "D" referred to in this Amendment to Redevelopment Agreement and Contract for Sale of Land, North Loop Block 37 read as follows:

*(Sub)Exhibit "B".*

(To Amendment To Redevelopment Agreement And Contract  
For Sale Of Land, North Loop Block 37)

*Permitted Encumbrances.*

1. Ordinance made by the City Council of the City of Chicago dated September 10, 1980 and recorded September 15, 1980 as Document Number 25583825 creating a "Special Service Area".
2. Easement in, upon, under, over and along West Court Place and the north/south 10 foot alley bounded by West Randolph Street, West Court Place, North Dearborn Street, and North State Street for the benefit of the Commonwealth Edison Company and the Illinois Bell Telephone Company to install and maintain equipment for transmission and distribution all as reserved in an ordinance recorded December 29, 1989 as Document Number 89621866; together with right of access thereto.
3. Easement in, upon, under, over and along West Court Place, and the north/south 10 foot alley bounded by West Randolph Street, West Court Place, North Dearborn Street and North State Street for the benefit of Peoples Gas Light and Coke Company for the construction, operation, maintenance, repair, renewal and replacement of existing underground facilities together with the right of access thereto all as reserved in an ordinance recorded December 29, 1989 as Document Number 89621866.
4. Terms, provisions, covenants and easements contained in an easement agreement dated December 28, 1989, recorded December 29, 1989 as Document Number 89621871 between American National Bank and Trust Company of Chicago, as trustee under trust agreement dated November 8, 1989 and known as Trust Number 109665-05, and the Commonwealth Edison Company, an Illinois corporation, said agreement grants easements to the Commonwealth Edison Company for ingress and egress, use of access doors, use, maintenance and repair of ducts and manholes together with right of ingress and egress for such purposes and for light and air.
5. Rights of public utilities or quasi-public utilities, if any, to maintain poles, conduits, sewers or other equipment.
6. The Illinois Bell Telephone Company: facilities located in West Court Place and north/south 10 foot alley between West Randolph Street and West Court Place.



7. The Department of Water -- City of Chicago: one (1) two (2) inch water service pipe located in the east side of North Dearborn Street at approximately 178 feet north of West Washington Street.
8. The Commonwealth Edison Company: facilities in West Court Place.
9. Terms, provisions, options, covenants and conditions contained in Redevelopment Agreement and Contract for Sale of Land, North Loop Block 37, recorded December 29, 1989 as Document Number 89621867 and joinder recorded December 29, 1989 as Document Number 89621868, as amended by that certain amendment dated \_\_\_\_\_, 2002.
10. Temporary easement reserved by the City of Chicago in Deed dated December 22, 1989 and recorded December 29, 1989 as Document Number 89621869 and in an ordinance recorded as Document Number 89621866, for the existing pedestrian walkway, which easement is to terminate upon execution by grantor and grantee of a new pedestrian walkway agreement.
11. General real estate taxes affecting the property for the years \_\_\_\_\_.

*(Sub)Exhibit "C".*

(To Amendment To Redevelopment Agreement And Contract  
For Sale Of Land, North Loop Block 37)

*Legal Description Of The Central Loop Redevelopment Project Area.*

Legal Description Of Original North Loop Redevelopment Project Area.

A tract of land consisting of lots and blocks or parts thereof and streets and alleys of Blocks 16, 17, 35, 36, 37 and 58 in the Original Town of Chicago in the east part of the southeast quarter of Section 9, Township 39 North, Range 14 and part of Blocks 8 and 9 in the Fort Dearborn Addition to Chicago in the southwest fractional quarter of Section 10, Township North, Range 14 East of the Third Principal Meridian, in the City of Chicago, County of Cook, State of Illinois and bounded as follows:

beginning at the intersection of the south line of West Lake Street and the west line of North LaSalle Street; thence north along the west line of North LaSalle Street to the north line extended west of West Haddock Place; thence east along said line to the west line of North Clark Street; thence north along said west line to the northerly line of West Wacker Drive as said northerly line was established

by ordinance passed by the City Council of the City of Chicago on December 15, 1919; thence east along said northerly line of West Wacker Drive to the east line of North State Street; thence south along said east line to the north line of West Haddock Place; thence east along said line to the east line of Lot 28 extended north of Block 8 in Fort Dearborn Addition to Chicago as aforesaid; thence south along the east line of Lot 28 as aforesaid to the north line of East Lake Street; thence east along said north line to the east line of Lot 10 extended north of Block 9 in Fort Dearborn Addition to Chicago as aforesaid; thence south along the east line of Lot 10 as aforesaid to the north line of East Benton Place; thence east along said north line to east line of North Wabash Avenue; thence south along said line to the south line of East Randolph Street; thence west along said south line to the east line of North State Street; thence south along said east line to the south line extended east of Lot 1 of Assessor's Re-Subdivision of Lots 1 to 5 in Block 58 in Assessor's Division of Original Town of Chicago as aforesaid; thence west along said extended line to the west line of said Lot 1; thence north along said line to the south line of West Washington Street; thence west along said south line to the west line of North Dearborn Street; thence north along said west line to the south line of West Randolph Street; thence west along said south line to the west line of North Clark Street; thence north along said west line to the south line of West Lake Street; thence west along said south line to the place of beginning,

And

#### Legal Description Of The Added Project Area.

A tract of land comprised of all or parts of Blocks 19, 20, 31, 32, 33, 40 and 41 in the Original Town of Chicago, together with parts of streets and alleys adjoining said blocks, in the south half of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, which tract is more particularly described as follows:

beginning at the intersection of the west line of North LaSalle Street as widened with the north line of Block 33; thence west along said north line (being also the south line of West Lake Street) to the west line of said block; thence south along said west line (being also the east line of North Wells Street) to the north line of West Couch Place; thence east along said north line to an intersection with the northward extension of the west line of Lot 7 in Block 33; thence south along said extension, and along said west line, to the south line of said block; thence east along said south line (being also the north line of West Randolph Street) and along the eastward extension of said south line, to an intersection with the northward extension of the west line of Block 39 in Original Town of Chicago; thence south along said extension, and along said west line (being also the east line of North LaSalle Street) to an intersection with the eastward extension of the south line of West Court Place; thence west along said extension and along said

south line to the west line of Block 40 aforesaid; thence west, crossing North Wells Street, to the northeast corner of Lot 8 in Block 41 aforesaid; thence west along the north line of said lot to an intersection with the southward extension of the west line of Lot 1 in said block; thence north along said extension and along said west line, to the north line of Block 41; thence west along said north line (being also the south line of West Randolph Street) to the northwest corner of said block; thence west, crossing North Franklin Street, to the northeast corner of Block 42 in Original Town of Chicago; thence west along the north line of said Block 1 (being also the south line of West Randolph Street) to an intersection with the southward extension of the west line of the east 20 feet of Lot 7 in Block 31 aforesaid; thence north along said extension and along said west line, to the north line of West Couch Place; thence east along said north line to the east line of Block 31; thence north along said east line (being also the west line of North Franklin Street) and along the northward extension of said east line to an intersection with the westward extension of the south line of Block 20 aforesaid; thence east along said extension, and along said south line (being also the north line of West Lake Street) to the west line of North Post Place; thence north along said west line and along the northward extension thereof, to an intersection with the westward extension of the north line of West Haddock place; thence east along said extension and along said north line to the east line of Block 20; thence east, crossing North Wells Street, to the intersection of the west line of Block 19 aforesaid with the north line of West Haddock Place; thence east along said north line to an intersection with the west line of North LaSalle Street as widened; thence south along said west line to the south line of Block 19; thence south, crossing West Lake Street, to the point of beginning; in the City of Chicago, Cook County, Illinois.

#### Subarea 2.

A tract of land comprised of part of Block 58 and parts of adjacent streets and alleys in the Original Town of Chicago in Section 9, together with all or parts of Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14 and 15 and parts of adjacent streets and alleys in Fort Dearborn Addition to Chicago in Section 10, and all or parts of Blocks 1 through 10, and all or parts of Blocks 1 through 10 inclusive and parts of adjacent streets and alleys in fractional Section 15 Addition to Chicago, and all or parts of Blocks 113, 114, 120, 122, 123, 124, 137, 138, 139, 140, 141 and 142 in School Section Addition to Chicago, all in Township 39 North, Range 14 East of the Third Principal Meridian, which tract of land is more particularly described as follows:

beginning at the northwest corner of Block 8 in Fort Dearborn Addition to Chicago in Section 10 aforesaid; thence east along the north line of said block (being also the south line of East Wacker Drive) to the northeast corner of Lot 6 in said block; thence south along the east line of said lot to the north line of East Haddock Place; thence west along said north line to an intersection

with the northward extension of the east line of Lot 28 in Block 8; thence south along said extension, and along said east line, to the south line of said block; thence east along said south line (being also the north line of East Lake Street) to an intersection with the northward extension of the east line of Lot 10 in Block 9 of Fort Dearborn Addition to Chicago; thence south along said extension, and along said east line to the north line of East Benton Place; thence east along said north line, and along the eastward extension thereof, to an intersection with the northward extension of the west line of the south part of Block 10 in Fort Dearborn Addition to Chicago; thence south along said extension, and along said west line (being also the east line of North Wabash Avenue) and along the southward extension thereof, to an intersection with the eastward extension of the north line of Block 13 in said Fort Dearborn Addition; thence west along said extension to the northeast corner of said Block 13; thence south along the east line of said block (being also the west line of North Wabash Avenue) to the southeast corner of said block; thence west along the south line of said block (being also the north line of East Washington Street) to an intersection with the northward extension of the west line of Block 14 in Fort Dearborn Addition; thence south along said extension, and along said west line (being also the east line of North State Street) to an intersection with the eastward extension of the south line of Lot 1 in Assessor's Resubdivision of Sublots 1 to 5 of assessor's division of Lots 1, 2, 3, 4 and of Block 58 in Original Town of Chicago aforesaid; thence west along said extension, crossing North State Street and entering Section 9 aforesaid, and continuing along said south line of said Lot 1, to the southwest corner of said lot; thence north along the west line of said lot to the north line of Block 58; thence west along said north line (being also the south line of West Washington Street) to the northwest corner of Lot 7 in assessor's division of Lots 1, 2, 3, 4 and of Block 58; thence south along the west line of said lot to the north line of West Calhoun Place; thence west along said north line, and along the westward extension thereof, to an intersection with the northward extension of the east line of the south part of Block 57 in Original Town of Chicago aforesaid; thence south along said extension and along said east line (being also the west line of North Dearborn Street) and along the southward extension of said east line to the southeast corner of said Block 57; thence southward, crossing West Madison Street and entering Section 16, to the northeast corner of Block 119 in School Section Addition aforesaid; thence south along the east line of said block (being also the west line of South Dearborn Street) to an intersection with the westward extension of the north line of Lot 20 in the subdivision of Block 142 in said School Section Addition; thence east along said extension, and along said north line, to the northeast corner of said lot; thence south along the east line of Lots 20 through 27 inclusive in said subdivision, and along the southward

extension thereof, to an intersection with the north line of Block 141 in School Section Subdivision aforesaid; thence east along said north line (being also the south line of West Monroe Street) to the northwest corner of the east half of Lot 3 in said Block 141; thence south along the west line of the east half of said lot to the north line of West Marble (Hydraulic) Place; thence west along said north line, and the westward extension thereof, to an intersection with the northward extension of the east line of Lot 20 in County Clerk's Division of Block 120 School Section Addition; thence south along said extension, and along said east line (being also the west line of South Dearborn Street) and along the southward extension of said east line, to an intersection with the westward extension of the north line of Block 140 in School Section Addition; thence east along said extension and along said north line (being also the south line of West Adams Street) to an intersection with the west line of the east 25 feet of Lot 5 in the subdivision of Blocks 83, 92 and 140 in School Section Addition; thence south along said west line to an intersection with the westward extension of the south line of the alley in the subdivision of Lots 3 and 4 in said Block 140; thence east along said extension and along said south line to an angle point; thence southeastwardly along a southwesterly line of said alley to an angle point; thence south along a west line of said alley and along the southward extension thereof, to an intersection with the north line of Lot 13 in the aforementioned subdivision of Blocks 83, 92 and 140; thence east along said north line (being also the south line of West Quincy Street) to the northeast corner of said Lot 13; thence south along the east line of said lot to the south line of Block 140; thence west along said south line (being also the north line of West Jackson Boulevard) and along the westward extension thereof, to an intersection with the northward extension of the east line of Lots 1, 4, 8, 11, 14, 17, 20 and 23 in Wright's Subdivision of Block 122 in School Section Addition; thence south along said extension, and along said east line (being also the west line of South Federal Street) to the southeast corner of said Lot 23; thence west along the south line of said Lot 23 and the westward extension thereof, and along the south line of Lot 22 in Wright's Subdivision (being also the north line of West Van Buren Street) to the southwest corner of said Lot 22; thence west, crossing South Clark Street, to the southeast corner of Lot 22 in the subdivision of Block 113 of School Section Addition aforesaid; thence west along the south line of said Lot 22 and Lot 23 (being also the north line of West Van Buren Street) to the southwest corner of said Lot 23; thence west, crossing South LaSalle Street, to the southeast corner of that part of said street vacated by ordinance passed February 29, 1980, and recorded August 12, 1980, as Document Number 25545766; thence south along the southward extension of the east line of said vacation to an intersection with the north line of Lot 3 in the subdivision of Block 114 of School Section Addition; thence east along said

north line (being also the south line of West Van Buren Street) to the northeast corner of said lot; thence south along the east line of Lots 3, 4, 9, 10, 15, 16, 21 and 22 (being also the west line of South LaSalle Street) to the southeast corner of said Lot 22; thence south, crossing West Congress Parkway as said expressway is defined by the general ordinance passed October 31, 1940, to the intersection of the east line of Lot 6 in T. G. Wright's Subdivision of Block 113 in School Section Addition with the south line of said West Congress Parkway; thence east along said south line to an intersection with the east line of Lot 9 (said east line being also the west line of South Plymouth Court) in C. L. and I. Harmon's Subdivision of Block 137 in School Section Addition; thence north, crossing West Congress Parkway, to the intersection of the east line of Lot 24 in T. G. Wright's Subdivision of Block 138 in School Section Addition with the north line of said expressway; thence east along the north line of said West Congress Parkway, and along the north line of East Congress Parkway, entering into Section 15 aforesaid, to an intersection with the west line of Sublot 2 of Lot 10 in Canal Trustee's Subdivision of Block 10 of fractional Section 15 Addition to Chicago; thence south along said west line to said north line of East Congress Parkway; thence east along said north line to the east line of South Michigan Avenue as widened; thence north along said widened line, entering Section 10 aforesaid, to an intersection with the north line of Block 6 in Fort Dearborn Addition aforesaid; thence east along said north line (being also the south line of east South Water Street) to an intersection with the southward extension of the east line of Lot 6 in Dyer's Subdivision of Lots 6, 7, 8, 9, 10 and 11 in Block 5 of Fort Dearborn Addition to Chicago; thence north along said extension, and along said east line, to the northeast corner of said lot; thence north, crossing a 20 foot wide alley, to a point on the south line of Lot 11 in Dyer's Subdivision which is 124.00 feet east of the southwest corner of said lot; thence north along a line 124.00 feet east from, and parallel with, the west line of aforementioned Block 5, to an intersection with the south line of Lot 5 in said block; thence north to a point on the north line of Lot 1 in said block which is 121.18 feet east from the northwest corner of said lot; thence continuing north along a northward extension of the last described line to an intersection with the northerly line of East Wacker Drive (River Street) as widened; thence westwardly, southwestwardly, north and southwestwardly along said northerly line and along the southerly dock line of the Chicago River to an intersection with the northward extension of the west line of Block 8 of Fort Dearborn Addition aforesaid; thence south along said extension to the point of beginning; excepting from the above described tract Lots 19 through 25, inclusive, in Block 10 in Fort Dearborn Addition to Chicago; in the City of Chicago, Cook County, Illinois.

*(Sub)Exhibit "D".*  
(To Amendment To Redevelopment Agreement And Contract  
For Sale Of Land, North Loop Block 37)

*Consent To Issuance Of Request For Qualifications.*

January 4, 2002.

Ms. Alicia Mazur Berg, Commissioner  
Department of Planning and Development  
City Hall -- Room 1000  
121 North LaSalle Street  
Chicago, Illinois 60602

Re: Consent To The Issuance Of Request For Qualifications

Dear Commissioner Mazur Berg:

Pursuant to the Redevelopment Agreement and Contract for Sale of Land, North Loop Block 37 dated October 22, 1987, as amended to date (the "Agreement") and notwithstanding Section 31(1) of the Agreement and without any required notice of default, FJV Venture, an Illinois Venture ("FJV"), hereby consents to the issuance of a Request For Qualifications ("RFQ") by the City of Chicago for the property generally bounded by West Randolph Street, North State Street, West Washington Street and North Dearborn Street (the "Subject Property").

FJV consents only to the issuance of the RFQ and not to any other matter with regard to the Agreement or the Subject Property. This consent agreement does not constitute a waiver of either FJV's or the City of Chicago's rights or remedies as provided under the Agreement or by law. Furthermore, FJV's consent is limited and will terminate if the RFQ is not issued on or before Tuesday, January 31, 2002 at 11:59 P.M. C.S.T.

Reference is made to Section 21(k) of the Agreement and such section is incorporated herein by such reference.

FJV Venture, an Illinois Venture

JMB/City Centre Company, Ltd.  
(formerly known as JMB/City  
Centre Company), an Illinois limited  
partnership

By: JMB City Centre, Inc.  
an Illinois corporation.

By: \_\_\_\_\_ Signature Illegible \_\_\_\_\_

Metropolitan Structures, an Illinois  
general partnership

By: Metropolitan Life Insurance  
Company, a New York  
corporation, a general  
partner by its vice president

By: \_\_\_\_\_ Signature Illegible \_\_\_\_\_

\_\_\_\_\_

APPROVAL OF TAX INCREMENT FINANCING REDEVELOPMENT  
PLAN FOR AVALON PARK/SOUTH SHORE  
REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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



Your Committee on Finance, having had under consideration an ordinance authorizing approval of a redevelopment plan for the Avalon Park/South Shore Tax Increment Financing 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 Avalon Park/South Shore 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 December 21, 2001, published in a newspaper of general circulation within the City a notice that interested persons 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 January 28, 2002, 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 January 29, 2002, 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 February 13, 2002, at 7:00 P.M. at the Southeast Atlas Senior Center, a facility of the City's Department on Aging, located at 1767 East 79<sup>th</sup> Street, Chicago, Illinois; and

WHEREAS, The Plan (including the related eligibility report, 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 on March 29, 2002, which was prior to the time scheduled for the meeting of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 02-CDC-30 on April 9, 2002, accepting the Plan for review and 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 April 12, 2002, which is within a reasonable time after the adoption by the Commission of Resolution 02-CDC-30 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 April 12, 2002, by publication in both the *Chicago Sun-Times* and the *Chicago Tribune* on May 13, 2002, and May 24, 2002, and by certified mail to taxpayers within the Area on May 24, 2002; 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 May 3, 2002, 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 June 11, 2002; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 02-CDC-50 attached hereto as Exhibit B, adopted on June 11, 2002, 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 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23<sup>rd</sup>) 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 residence 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. Superceder. 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 91017 of this *Journal*.]

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

*Exhibit "A".*  
(To Ordinance)

*Avalon Park/South Shore Redevelopment Project Area  
Tax Increment Financing District Eligibility Study,  
Redevelopment Plan And Project*

*City Of Chicago  
Richard M. Daley, Mayor*

*March 29, 2002  
(Revised June 21, 2002).*

## 1.

*Executive Summary.*

In December of 2000, S. B. Friedman & Company was engaged by the City of Chicago (the "City") to conduct a Tax Increment Financing Eligibility Study and prepare a Redevelopment Plan and Project (the "Eligibility Study and Redevelopment Plan"). This report details the eligibility factors found within the Avalon Park/South Shore Redevelopment Project Area Tax Increment Financing District (the "Avalon Park/South Shore R.P.A." or "R.P.A.") in support of its designation as a "conservation area" within the definitions set forth in the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"). This report also contains the Redevelopment Plan and Project for the Avalon Park/South Shore R.P.A.

The Avalon Park/South Shore R.P.A. is located within the South Shore and South Chicago Community Areas and generally runs along the 79<sup>th</sup> Street Corridor between East End Avenue to the west and Brandon Avenue to the east, including a leg southward down Ridgeland Avenue to South Chicago Avenue, a leg southward down Exchange Avenue to 80<sup>th</sup> Street, and a leg northward along Exchange Avenue to 77<sup>th</sup> Street.

*Determination Of Eligibility.*

This report concludes that the Avalon Park/South Shore R.P.A. is eligible for Tax Increment Financing ("T.I.F.") designation as a "conservation area" because fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more and because the following five eligibility factors have been found to be present to a major extent:

- lack of growth in Equalized Assessed Value;
- deterioration;
- structures below minimum code;
- excessive vacancies; and
- inadequate utilities.

One (1) additional factor, obsolescence, is present to a minor extent and further demonstrates that the Avalon Park/South Shore R.P.A. is in a state of gradual decline. Left unchecked, this condition could accelerate the decline of the

community and, combined with those factors that have been documented to be present to a major extent, could lead to more widespread and intensive disinvestment.

#### Eligibility Study And Redevelopment Plan Goal, Objectives And Strategies.

The overall goal of the Eligibility Study and Redevelopment Plan is to reduce or eliminate the conditions that qualify the Avalon Park/South Shore R.P.A. as a conservation area and to provide the direction and mechanisms necessary to re-establish the R.P.A. as a cohesive and vibrant mixed-use area that provides a comprehensive range of commercial and retail uses to the surrounding residential community, while accommodating residential and institutional uses where appropriate. Redevelopment of the R.P.A. will improve retail, commercial and housing conditions; improve the relationship between the area's diverse land uses; and attract private redevelopment. This goal is to be achieved through an integrated and comprehensive strategy that leverages public resources to stimulate additional private investment. Goals, objectives and strategies were developed to be consistent with those presented in the 79<sup>th</sup> Street Corridor Master Plan (City of Chicago Planning Now Study, October, 2000).

Objectives. Twelve (12) broad objectives support the overall goal of area-wide revitalization of the Avalon Park/South Shore R.P.A.. These include:

1. strengthen the overall economic well-being of the Avalon Park/South Shore R.P.A. by providing resources for and encouraging the development and redevelopment of retail, commercial, mixed-use, residential and institutional uses, as appropriate, within the Avalon Park/South Shore R.P.A.;
2. encourage retail, commercial, mixed-use and residential development by facilitating the assembly, preparation and marketing of vacant and improved sites, and by assisting private developers to assemble suitable sites for modern development needs;
3. facilitate the remediation of environmental problems to provide additional land for new retail, commercial, mixed-use and residential development and redevelopment, as appropriate;
4. foster the replacement, repair and/or improvement of infrastructure, where needed, including sidewalks, streets, curbs, gutters and underground water and sanitary systems to facilitate the construction of new retail, commercial, mixed-use and residential development;

5. facilitate the preservation and/or rehabilitation of anchor retail, commercial, and institutional uses, established institutional facilities and architecturally or historically significant buildings in the Avalon Park/South Shore R.P.A.;
6. support the goals and objectives of other overlapping plans, including the 79<sup>th</sup> Street Corridor Master Plan (City of Chicago Planning Now Study, October, 2000) and the 77<sup>th</sup> and Exchange Redevelopment Area (approved November 17, 1999), and coordinate available federal, state and local resources to further the goals of this Eligibility Study and Redevelopment Plan;
7. preserve and enhance the pedestrian orientation of appropriate retail nodes and other areas with heavy pedestrian activity along 79<sup>th</sup> Street and the 79<sup>th</sup> Street Metra Station at the intersection of 79<sup>th</sup> Street and Exchange Avenue, by encouraging pedestrian-friendly uses and design strategies that include, but are not limited to, the following: facilitate safe pedestrian movement across wide arterial streets with pedestrian amenities such as lighting; widen narrow sidewalks; and create visual interest and safer pedestrian environments with streetscaping, landscaping, lighting and buffering;
8. facilitate the provision of adequate on- and off-street parking for visitors, residents, employees and customers of the R.P.A.;
9. create an environment for educational, recreational and other institutional facilities where needed and in accordance with the Eligibility Study and Redevelopment Plan by providing enhancement opportunities for public facilities and institutions, such as parks, transit facilities and other institutional uses;
10. provide opportunities for women-owned, minority-owned and locally owned businesses to share in the job and construction opportunities associated with the redevelopment of the Avalon Park/South Shore R.P.A.;
11. support job training programs and increase employment opportunities, including high-technology jobs, for residents of the R.P.A. and other local residents; and
12. support the cost of day care operations established by businesses in the R.P.A. to serve employees of low-income families working in the R.P.A..

Strategies. These objectives will be implemented through five (5) specific and integrated strategies. These include:



1. **Implement Public Improvements.** A series of public improvements throughout the Avalon Park/South Shore R.P.A. may be designed and implemented to help define and create an identity for the area, prepare sites for anticipated private investment and create a more conducive environment for retail, commercial, mixed-use and residential development. Public improvements which are implemented with T.I.F. assistance are intended to complement and not replace existing funding sources for public improvements in the R.P.A.

These improvements may include new streetscaping, street and sidewalk lighting, resurfacing of alleys, sidewalks and streets, improvement of underground water and sewer infrastructure, creation of parks and open space, and other public improvements consistent with the Eligibility Study and Redevelopment Plan. These public improvements may be completed pursuant to redevelopment agreements with private entities or intergovernmental agreements with other public entities, and may include the construction, rehabilitation, renovation or restoration of public improvements on one (1) or more parcels.

2. **Develop Vacant And Underutilized Sites.** The redevelopment of vacant and underutilized sites within the Avalon Park/South Shore R.P.A. is expected to stimulate private investment and enhance the R.P.A.. Development of vacant and underutilized sites is anticipated to have a positive impact on other properties beyond the individual project sites.
3. **Encourage Private Sector Activities And Support New Development.** Through the creation and support of public-private partnerships, or through written agreements, the City may provide financial and other assistance to encourage the private sector, including local property owners and businesses, to undertake rehabilitation and redevelopment projects and other improvements that are consistent with the goals of this Eligibility Study and Redevelopment Plan.
4. **Facilitate Property Assembly, Demolition And Site Preparation.** Specific sites may be acquired and assembled by the City to attract future private investment and development. The consolidated ownership of these sites will make them easier to market to potential developers and will streamline the redevelopment process. In addition, financial assistance may be provided to private developers seeking to acquire land and assemble sites to undertake projects supportive of this Eligibility Study and Redevelopment Plan.

To meet the goals, policies or objectives of this Eligibility Study and Redevelopment Plan, the City may acquire and assemble other property throughout the R.P.A.. Land assemblage by the City may be done by purchase, exchange, donation, lease, eminent domain or through the Tax

Reactivation Program or other programs and may be for the purposes of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Site preparation may include such preparatory work as demolition of existing improvements and environmental remediation, where appropriate. Furthermore, the City may require written development 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.

In connection with the City exercising its powers to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing this Eligibility Study and Redevelopment 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 this Eligibility Study and Redevelopment Plan. Relocation assistance may be provided to facilitate redevelopment of portions of the R.P.A., 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/or financial assistance as determined by the City.

5. Assist Existing Businesses And Residents. The City may provide assistance to support existing businesses, property owners and residents in the R.P.A.. This may include financial and other assistance for rehabilitation, leasehold improvements, new construction, and the provision of affordable housing units. T.I.F. assistance may be used independently or with other housing programs to support new and rehabilitated rental and for-sale housing that could include a mixture of market-rate units and units affordable to moderate-, low-, and very low-income households. Resources may also be available to businesses for job training, welfare-to-work and day care assistance. In addition, to the extent allowable under the law, locally owned businesses and residents of the R.P.A. and other local residents will be targeted to share in the employment, job and construction-related opportunities that may be offered by redevelopment within the Avalon Park/South Shore R.P.A.

#### Required Findings.

The conditions required under the Act for the adoption of the Eligibility Study and Redevelopment Plan and Project are found to be present within the Avalon Park/South Shore R.P.A.

First, while some market-based investment has occurred in the Avalon Park/South Shore R.P.A. over the last five (5) years, this investment has been minimal in scope and not part of any coordinated development strategy. The Avalon Park/South Shore R.P.A. is located entirely within Hyde Park Township. For three (3) of the past five (5) years for which data are available, the growth of equalized assessed valuation ("E.A.V.", which is the value of property from which property taxes are based) in the Avalon Park/South Shore R.P.A. has lagged behind that of the City of Chicago. It also has lagged behind that of Hyde Park Township for four (4) of the past five (5) years. The compound annual growth rate of E.A.V. in the Avalon Park/South Shore R.P.A. was three and eighty hundredths percent (3.80%) between 1995 and 2000. This is thirty-six percent (36%) lower than the five and ninety-one hundredths percent (5.91%) growth experienced by the City of Chicago during this period and twenty-eight percent (28%) lower than the five and twenty-nine hundredths percent (5.29%) growth rate experienced by Hyde Park Township.

Second, to further investigate a lack of growth and private investment within the Avalon Park/South Shore R.P.A., S. B. Friedman & Company examined building permit data provided by the City of Chicago Department of Buildings for the period of January 1996 to July 2001. These data revealed that ninety-four (94) permits totaling over Three Million Dollars (\$3,000,000) were issued within the Avalon Park/South Shore R.P.A. during this period. Approximately eighteen (18) of these permits were for building demolition and four (4) were for Code Compliance. The remaining seventy-two (72) permits (roughly Two Million Nine Hundred Thousand Dollars (\$2,900,000) were for new investment. This includes eleven (11) permits for new construction and sixty-one (61) permits for rehabilitation, mechanical upgrades, or minor repairs not in response to code violations. This represents roughly Five Hundred Eighty Thousand Dollars (\$580,000) per year, or approximately zero and eighty-two hundredths percent (0.82%) of the total market value of all property within the T.I.F. district. At this rate, it would take a substantial amount of time to replace all of the existing value in the R.P.A.

Third, without the support of public resources, the redevelopment objectives of the Avalon Park/South Shore R.P.A. will most likely not be realized. T.I.F. assistance may be used to fund land assembly, site preparation, infrastructure improvements, improvements and expansions to public facilities, and building rehabilitation. But for the creation of the Avalon Park/South Shore R.P.A., these types of projects are unlikely to occur without the benefits associated with the designation of the Avalon Park/South Shore R.P.A. as a tax increment financing district.

Fourth, the Avalon Park/South Shore R.P.A. includes only those contiguous parcels of real property that are expected to substantially benefit from the proposed Eligibility Study and Redevelopment Plan Improvements.

Finally, the proposed land uses described in this Eligibility Study and Redevelopment Plan will be approved by the Chicago Plan Commission prior to its adoption by the City Council. The redevelopment opportunities identified in earlier

area planning initiatives will be substantially supported and their implementation facilitated through the creation of the Eligibility Study and Redevelopment Plan.

## 2.

### *Introduction.*

#### The Study Area.

This document serves as the Eligibility Study and Redevelopment Plan and Project for the Avalon Park/South Shore Redevelopment Project Area. The Avalon Park/South Shore R.P.A. is located within the South Shore and South Chicago Community Areas of the City of Chicago (the "City"), in Cook County (the "County"). In December, 2000, S. B. Friedman & Company was engaged by the City to conduct a study of certain properties in this neighborhood to determine whether the area containing these properties would qualify for status as a "blighted area" and/or "conservation area" under the Act.

The community context of the Avalon Park/South Shore R.P.A. is detailed on Map 1.

The R.P.A. consists of four hundred fifty-eight (458) tax parcels on fifty-nine (59) blocks and contains approximately one hundred three (103) acres of land. Of the four hundred fifty-eight (458) tax parcels, approximately nine (9) are condominiums. Therefore, the area contains approximately four hundred fifty (450) total parcels of land or properties. The R.P.A. is roughly rectangular in shape and is generally bounded by East End Avenue to the west, the alley north of 79<sup>th</sup> Street to the north, Brandon Avenue to the east, and the alley south of 79<sup>th</sup> Street to the south, with sections running northeasterly along South Exchange Avenue to 77<sup>th</sup> Street, south along South Exchange Avenue to 80<sup>th</sup> Street, and south along Ridgeland Avenue to South Chicago Avenue.

Map 2 details the boundary of the Avalon Park/South Shore R.P.A. which includes only those contiguous parcels of real property that are expected to substantially benefit from the Eligibility Study and Redevelopment Plan improvements discussed herein. The boundaries encompass a mixed-use area containing commercial, commercial with residential above, residential and public/institutional uses that serve the surrounding neighborhood.

Appendix 1 contains the legal description of the Avalon Park/South Shore R.P.A.

The Eligibility Study and Redevelopment Plan covers events and conditions that exist and that were determined to support the designation of the Avalon Park/South

Shore R.P.A. as a "conservation area" under the Act at the completion of our research on July 6, 2001 and not thereafter. As a whole, the area suffers from deteriorated buildings and infrastructure, structures which were found to be below minimum code standards, an excessive level of vacancy and inadequate utilities. Without a comprehensive approach to address these issues, the R.P.A. could fall into further disrepair, thereby minimizing future development opportunities. The Eligibility Study and Redevelopment Plan addresses these issues by providing resources for repairs and improvements to the area's buildings and infrastructure, enhancement of the 79<sup>th</sup> Street commercial corridor and streetscaping improvements. These area-wide improvements will benefit all of the property within the R.P.A.. These events or conditions include, without limitation, governmental actions and additional developments.

This Eligibility Study, Redevelopment Plan and Project report summarizes the analysis and findings of the consultant's work which, unless otherwise noted, is solely the responsibility of S. B. Friedman & Company. The City is entitled to rely on the findings and conclusions of the Eligibility Study and Redevelopment Plan in designating the Avalon Park/South Shore R.P.A. as a redevelopment project area under the Act. S. B. Friedman & Company has prepared this Eligibility Study and Redevelopment Plan with the understanding that the City would rely (1) on the findings and conclusions of the Eligibility Study and Redevelopment Plan in proceeding with the designation of the Avalon Park/South Shore R.P.A. and the adoption and implementation of the Eligibility Study and Redevelopment Plan, and (2) on the fact that S. B. Friedman & Company has obtained the necessary information including, without limitation, information relating to the equalized assessed value of parcels comprising the Avalon Park/South Shore R.P.A., so that the Eligibility Study and Redevelopment Plan will comply with the Act and that the Avalon Park/South Shore R.P.A. can be designated as a redevelopment project area in compliance with the Act.

#### History Of Area<sup>(1)</sup>.

The Avalon Park/South Shore R.P.A. is located in portions of the South Shore and South Chicago Community Areas, located along both sides of the 79<sup>th</sup> Street Corridor where these two (2) Community Areas meet. The R.P.A. is approximately one hundred three (103) acres in area, and relatively evenly distributed between the two (2) Community Areas. The South Shore Community Area is roughly bounded by 67<sup>th</sup> Street to the north, the Illinois Central Railroad tracks and South Chicago

---

(1) Information on the history of the South Shore and South Chicago Community Areas was derived from the *Local Community Fact Book Chicago Metropolitan Area 1990*, edited by the Chicago Fact Book Consortium (copyright 1995, Board of Trustees of the University of Illinois) at pages 140 -- 141 and 146 -- 147.

Avenue to the west, Lake Michigan to the east, and 79<sup>th</sup> Street to the south. The South Chicago Community Area is generally bounded by 79<sup>th</sup> Street to the north, South Chicago Avenue to the west, Lake Michigan to the east, and 95<sup>th</sup> Street to the south.

**South Shore.** The South Shore Community Area was predominantly farm land and small residential settlement pockets when it was annexed to the City of Chicago as part of Hyde Park Township in 1889. This event, along with the World's Fair of 1893, located in nearby Jackson Park, fueled further residential development leading to the sale of building lots throughout the community.

Throughout the 1920s, South Shore experienced a significant housing boom, and by the mid 1930s it took on much the physical appearance that it has today. This consisted of a mix of mid-rise apartment buildings, tall apartment buildings along Lake Shore Drive and single-family homes. The development of Lake Shore Drive in the later 1920s spurred high-rise apartment development along the lake shore from Hyde Park Boulevard down to 79<sup>th</sup> Street. This development led to population increases. In 1920, the population of South Shore was roughly thirty-two thousand (32,000). By 1930, it had grown to over seventy-eight thousand (78,000). This number stayed generally stable until the 1980s when the population dropped considerably. By 1990, the population of South Shore was approximately sixty-one thousand (61,000).

During the 1960s, the community experienced increasing disinvestment, growing crime and declining interest in the once thriving retail and commercial corridors. As businesses moved out, commercial property prices declined, making the properties unattractive for reinvestment. In addition, many of the commercial properties, built between the early 1900s and 1930s, were ill-suited for evolving commercial space needs.

During the 1970s, various collaborative efforts were instituted to stop South Shore's deterioration by groups such as the Renewal Effort Service Corporation (RESCORP), South Shore Commission, and community residents. One of the more significant gains was the prevention of the proposed move of South Shore Bank out of the community in 1973. The bank was sold to a group of investors backed by local church and foundation monies and reorganized to specifically serve the economic and physical needs of the South Shore Community. Now held under the Shorebank Corporation, it has been responsible for a number of community redevelopment initiatives and has spawned several for-profit and not-for-profit redevelopment subsidiaries to assist in the community's revitalization.

In spite of these efforts, over the twenty (20) year period between 1960 and 1980, the area became increasingly poor, with the percentage of families living in poverty reaching twenty-one percent (21%) by 1980 and reaching twenty-five percent (25%) by 1990. In addition, the population dropped dramatically between 1980 and 1990, with the area losing twenty-five percent (25%) of the overall population. Though the

population has remained relatively stable through 2000, these income and population demographics continue to hinder commercial revitalization as retailers are not likely to locate in areas experiencing declining income and land values.

**South Chicago.** The South Chicago Community Area served as hunting and fishing grounds before its long history as a major industrial area for steel production. As early as 1833, the Calumet River area (then known as the Callimink) was considered a prime location for a local harbor and a potential site for the terminus of the Illinois-Michigan canal. This led to some development, as well as the plotting of the "City of Calumet", but it wasn't until after the area was incorporated into the Village of Hyde Park in 1867 that major development occurred. In 1874, the Calumet and Chicago Canal and Dock Company subdivided six thousand (6,000) acres of land and plotted a new town on the site of the old Calumet subdivision.

Throughout the 1870s, industrial development boomed, mainly consisting of steel and iron works and shipping-related businesses. In 1881, the newly erected South Works of the North Chicago Rolling Mill began to produce steel. This eventually became the USX South Works steel mill, which operated until it ceased production in 1992. By the middle of the 1880s, South Chicago had become one of the world's greatest steel producing areas.

Countless industrial jobs were created by the steel producing plants. These steel mill jobs attracted workers from all over the world. In 1890, the population of the Calumet area, centered primarily in South Chicago, was reported to be twenty-six thousand four hundred ninety-five (26,495). Neighborhoods within the South Chicago area generally grew around the many steel mill plants. The South Works neighborhood, one of the largest, ran adjacent to the South Works mill from 79<sup>th</sup> Street to 83<sup>rd</sup> Street. Many of these residential areas were prone to flooding and subsequently contained some of the worst housing, health, and sanitary conditions in Chicago. Additionally, most of the homes were wood-frame and had deteriorated over the years. However, during the early part of the twentieth century, as the steel mills expanded, development of brick single-family homes and apartment buildings boomed and many of these buildings are relatively sturdy and in use today.

By 1920, South Chicago was home to over forty thousand (40,000) residents. The population reached a high in 1950 with over fifty-six thousand (56,000) residents. However, this population steadily declined from the late 1950s through the mid-1980s as the steel industry in the area declined. By 1990, the population was roughly forty thousand (40,000) and has remained relatively stable through 2000.

During the decline of the steel mill plants, and especially the South Works steel mill, the entire southeast side was hard hit. Additionally, the area was generally slow to diversify economically. The closing of the mills has had a devastating effect on the residents of South Chicago. The massive job loss from the steel mills combined with an overall lack of industrial, commercial and residential development

has subsequently lead to the South Chicago area's gradual deterioration. Once thriving commercial corridors, such as the 79<sup>th</sup> Street Corridor are currently struggling.

#### Existing Land-Use.

Based upon S. B. Friedman & Company's research, six (6) land uses have been identified within the Avalon Park/South Shore R.P.A.:

- residential;
- commercial;
- commercial with residential above;
- public/institutional (including public facilities, religious institutions, and social services);
- vacant land; and
- mixed uses.

The existing land-use pattern in the Avalon Park/South Shore R.P.A. is shown in Map 3. This map represents the predominant land-use in the area on a block-by-block basis. The predominant land-use displayed is not necessarily the only land-use present on a given block. Almost all blocks within the R.P.A. contain more than one (1) land-use. The mixed-use designation is used in those areas where no one (1) land-use category predominates. These areas contain two (2) or more of the following land uses: residential, commercial, commercial with residential above, public/institutional or vacant land.

Overall, the area along 79<sup>th</sup> Street contains mainly commercial, commercial with residential above and residential uses. Entirely residential areas exist along Ridgeland Avenue with several single-family homes. Public and institutional uses are dispersed throughout the R.P.A. including the Metra station located at the intersection of 79<sup>th</sup> Street and Exchange Avenue, the Atlas Senior Center located on 79<sup>th</sup> Street at Constance Avenue, Our Lady of Peace church located on 79<sup>th</sup> Street between Jeffery Boulevard and Chappel Avenue, South Shore Baptist Church located on Coles Avenue and the Kingdom Hall of Jehovah's Witnesses located on 79<sup>th</sup> Street at Muskegon Avenue.



**Residential.** Residential uses are interspersed throughout the R.P.A. and consist of multi-family rental apartment buildings and rental apartments above commercial uses on the main floor. Several single-family homes also are located on 79<sup>th</sup> Street in the eastern portion of the T.I.F., along Exchange Avenue, both north and south of 79<sup>th</sup> Street and along Ridgeland Avenue south of 79<sup>th</sup> Street.

**Commercial.** Commercial and retail development is located primarily along 79<sup>th</sup> Street and South Chicago Avenue.

**Public/Institutional.** There are a number of public/institutional uses located throughout the R.P.A.. Institutional land uses include the Metra Station located at 79<sup>th</sup> Street and Exchange Avenue, the Atlas Senior Center located on 79<sup>th</sup> Street at Constance Avenue, Our Lady of Peace Church located on 79<sup>th</sup> Street between Jeffery Boulevard and Chappel Avenue, South Shore Baptist Church located on Coles Avenue, and Kingdom Hall of Jehovah's Witnesses located on 79<sup>th</sup> Street at Muskegon Avenue. There also are several smaller storefront churches located throughout the R.P.A.

**Vacant Land.** There are several vacant parcels interspersed and distributed throughout the R.P.A.

#### Historically Significant Structures.

S. B. Friedman & Company obtained data from the Chicago Historic Resources Survey (the "C.H.R.S.") to identify architecturally and/or historically significant buildings located within the Avalon Park/South Shore R.P.A.. The C.H.R.S. identifies over seventeen thousand (17,000) Chicago properties and contains information on buildings that may possess important architectural and/or historical significance. A ranking system was used to identify historic and architectural significance according to three (3) criteria adopted by the C.H.R.S.: (1) age; (2) degree of external physical integrity; and (3) level of possible significance.

According to this survey, there are three (3) buildings which have been identified by the C.H.R.S. as possessing some architectural feature or historical association that made them potentially significant in the context of the community. Some of these properties would potentially qualify for Chicago Landmark designation. The three (3) properties include: a gothic apartment and commercial building located at 2441 East 79<sup>th</sup> Street, built in 1929; a classical structure located at 2952 East 80<sup>th</sup> Street, built in 1925 and currently housing a Commonwealth Edison substation; and a Queen Anne-style single-family home located at 3111 East 79<sup>th</sup> Street, built in the 1880s. None of these buildings is slated for redevelopment or rehabilitation at the time of this Eligibility Study and Redevelopment Plan.

## 3.

*Eligibility Analysis.*

## Provisions Of The Illinois Tax Increment Allocation Redevelopment Act.

Based upon the conditions found within the Avalon Park/South Shore R.P.A. at the completion of S. B. Friedman & Company's research, it has been determined that the Avalon Park/South Shore R.P.A. meets the eligibility requirements of the Act as a conservation area. The following outlines the provisions of the Act to establish eligibility.

Under the Act, two (2) primary avenues exist to establish eligibility for an area to permit the use of tax increment financing for area redevelopment: declaring an area as a "blighted area" or a "conservation area".

"Blighted areas" are those improved or vacant areas with blighting influences that are impacting the public safety, health, morals or welfare of the community, and are substantially impairing the growth of the tax base in the area. "Conservation areas" are those improved areas which are deteriorating and declining and soon may become blighted if the deterioration is not abated.

The statutory provisions of the Act specify how a district can be designated as a "conservation" or "blighted area" district based upon an evidentiary finding of certain eligibility factors listed in the Act. These factors are identical for each designation with the exception that "abandonment" is an added eligibility factor under "conservation area" designation.

According to the Act, "blighted areas" must have a combination of five (5) or more of these eligibility factors acting in concert which threaten the health, safety, morals or welfare of the proposed district. "Conservation areas" must have a minimum of fifty percent (50%) of the total structures within the area aged thirty-five (35) years or older, plus a combination of three (3) or more additional eligibility factors which are detrimental to the public safety, health, morals or welfare and which could result in such an area becoming a blighted area.

## Factors For Improved Property.

The thirteen (13) factors are listed at 65 ILCS 5/11-74.4-3 (a) and (b) and are defined in the Act as follows:

Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major

repair is required or the defects are so serious and so extensive that the buildings must be removed.

**Obsolescence.** The condition or process of falling into disuse. Structures have become ill-suited for the original use.

**Deterioration.** With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration including but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

**Presence Of Structures Below Minimum Code Standards.** The presence of structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.

**Illegal Use Of Individual Structures.** The use of structures in violation of the applicable federal, state, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

**Excessive Vacancies.** The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

**Lack Of Ventilation, Light Or Sanitary Facilities.** The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

**Inadequate Utilities.** Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete or, in disrepair or (iii) lacking within the redevelopment project area.

**Excessive Land Coverage And Overcrowding Of Structures And Community Facilities.** The over-intensive use of property and the crowding of buildings and

accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one (1) exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one (1) or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of 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.

**Deleterious Land-Use Or Lay Out.** The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

**Environmental Clean-Up.** The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or removal or clean-up of underground storage tanks required by State or Federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

**Lack Of Community Planning.** The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street lay out, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

**Lack Of Growth In Equalized Assessed Value.** The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

As explained, "blighted areas" must have a combination of five (5) or more of these eligibility factors and "conservation areas" must have a minimum of fifty percent (50%) of the total structures within the area aged thirty-five (35) years or older, plus a combination of three (3) or more additional eligibility factors.

#### Factors For Vacant Land.

Under the provisions of the "blighted area" section of the Act, if the land is vacant, a combination of two (2) or more of the following six (6) factors also may be identified which combine to impact the sound growth in tax base for the proposed district.

**Obsolete Platting Of Vacant Land.** Parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements or platting that failed to create rights-of-way for streets or alleys or that created inadequate right-of-way widths for streets, alleys or other public rights-of-way or that omitted easements for public utilities.

**Diversity Of Ownership.** Diversity of ownership is when adjacent properties are owned by multiple parties. When diversity of ownership of parcels of vacant land is sufficient in number to retard or impede the ability to assemble the land for development, this factor applies.

**Tax And Special Assessment Delinquencies.** Tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.

**Deterioration Of Structures Or Site Improvements In Neighboring Areas Adjacent To The Vacant Land.** Evidence of structural deterioration and area disinvestment in blocks adjacent to the vacant land may substantiate why new development had not previously occurred on the vacant parcels.

**Environmental Clean-Up.** The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances or removal or clean-up of underground storage tanks required by State or Federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

**Lack Of Growth In Equalized Assessed Value.** The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project

area is designated or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

Additionally, under the "blighted area" section of the Act, eligibility may be established for those vacant areas that would have qualified as a blighted area immediately prior to becoming vacant. Under this test for establishing eligibility, building records may be reviewed to determine that a combination of five (5) or more of the thirteen (13) "blighted area" eligibility factors were present immediately prior to demolition of the area's structures.

The vacant "blighted area" section includes six (6) other tests for establishing eligibility, but none of these is relevant to the conditions within the Avalon Park/South Shore R.P.A.

#### Methodology Overview And Determination Of Eligibility.

Analysis of eligibility factors was done through research involving an extensive exterior survey of all properties within the Avalon Park/South Shore R.P.A., as well as a review of building and property records. Property records include building code violation citations, building permit data and assessor information. Our survey of the area established that there are two hundred fifty-three (253) buildings within the Avalon Park/South Shore R.P.A.. In addition, to verify the age of the area buildings, field observations were compared to the recorded age of the buildings in property records obtained from the Cook County Assessor's Office.

The Avalon Park/South Shore R.P.A. contains residential, mixed-use, commercial and institutional structures of varying degrees of deterioration. All properties were examined for qualification factors consistent with either "blighted area" or "conservation area" requirements of the Act. Based upon these criteria, the properties within the Avalon Park/South Shore R.P.A. qualify for designation as a T.I.F. Redevelopment Project Area as a "conservation area" as defined by the Act.

To arrive at this designation, S. B. Friedman & Company calculated the number of eligibility factors present on a building-by-building, parcel-by-parcel, and/or property-by-property basis and analyzed the distribution of the eligibility factors on a block-by-block basis. When appropriate, S. B. Friedman & Company calculated the presence of eligibility factors on infrastructure and ancillary properties associated with the structures. The eligibility factors were correlated to buildings using Sanborn Maps, property files created from field observations and record searches. This information was then graphically plotted on a block map of the

Avalon Park/South Shore R.P.A. to establish the distribution of eligibility factors, and to determine which factors were present to a major or minor extent.

Major factors are used to establish eligibility. These factors are present to a meaningful extent on most of the blocks and reasonably distributed throughout the R.P.A.. Minor factors are supporting factors present to a meaningful extent on some of the blocks or on a scattered basis. Their presence suggests that the area is at risk of experiencing more extensive deterioration and disinvestment.

While it may be concluded under the Act that the mere presence of the minimum number of the stated factors may be sufficient to make a finding of the R.P.A. as a conservation area, this evaluation was made on the basis that the conservation area factors must be present to an extent that indicates that public intervention is appropriate or necessary. Secondly, the distribution of conservation area factors must be reasonably distributed throughout the R.P.A. so that non-qualifying areas are not arbitrarily included in the R.P.A. simply because of proximity to areas that qualify as a conservation area.

#### Conservation Area Findings.

As required by the Act, within a conservation area, at least fifty percent (50%) of the buildings must be thirty-five (35) years of age or older, and at least three (3) of the thirteen (13) other eligibility factors must be found present to a major extent within the Avalon Park/South Shore R.P.A.

Establishing that at least fifty percent (50%) of the Avalon Park/South Shore R.P.A. buildings are thirty-five (35) years of age or older is a condition precedent to establishing the area as a conservation area under the Act. Taking into account information obtained from observed architectural characteristics, building configurations, the Cook County Assessor's Office and the historic development patterns within the community, we have established that of the two hundred fifty-three (253) buildings within the R.P.A., two hundred thirteen (213) (eighty-four percent (84%)) within the Avalon Park/South Shore R.P.A. are thirty-five (35) years of age or older.

In addition to establishing that the Avalon Park/South Shore R.P.A. meets the age requirement, our research has revealed that the following five (5) factors are present to a major extent:

- deterioration;
- structures below minimum code standards;
- excessive vacancies;

- inadequate utilities; and
- lack of growth in Equalized Assessed Value.

Based on the presence of these factors, the R.P.A. meets the requirements of a "conservation area" under the Act. The R.P.A. is not yet blighted, but because of a combination of the factors present the R.P.A. may become a blighted area.

As a whole, the area suffers from deterioration of buildings and infrastructure which illustrates the level of physical deficiencies within the Avalon Park/South Shore R.P.A.. In addition, structures were found to be below minimum code standards and also showed an excessive level of vacancy (particularly commercial buildings with vacant storefronts). Furthermore, the condition of underground utilities within the R.P.A. is generally inadequate in that the R.P.A. is serviced by water mains and/or sewers that are antiquated or of insufficient capacity and are scheduled for or are overdue for replacement. Finally, the total E.A.V. of the R.P.A. grew at a rate that was less than that of the balance of the municipality for three (3) of the last five (5) years (1995 -- 2000) for which information was available. Overall, the E.A.V. of the R.P.A. grew at a rate that was significantly lower than the growth rate for the City of Chicago.

The Factors-By-Block Table in Appendix 2 details the conservation eligibility factors by block within the Avalon Park/South Shore R.P.A.. Maps 4a through 4e illustrate the distribution of those conservation eligibility factors found to be present to a major extent by highlighting each block where the respective factors were found to be present to a meaningful degree. The lack of growth in E.A.V. is an area-wide factor and is therefore not displayed on a map. The following sections summarize our field research as it pertains to each of the identified eligibility factors found within the Avalon Park/South Shore R.P.A.

#### Major Supporting Factors.

##### 1. Deterioration.

Of the two hundred fifty-three (253) buildings within the R.P.A., one hundred twenty-nine (129) (fifty-one percent (51%)) exhibited deterioration. Catalogued deterioration included collapsed or missing gutters and down spouts, cracked, broken or missing windows, evidence of roof leaks, building foundation problems, and cracked exterior wall surfaces. These are conditions not readily correctable through normal maintenance. Structural deterioration is indicative of an area that is at risk of becoming blighted without direct intervention.



Overall, deterioration was considered to be present to a meaningful extent on seventy-five percent (75%) or three (3) of every four (4) blocks within the Avalon Park/South Shore R.P.A.

## 2. Structures Below Minimum Code.

Relying upon data provided by the City's Department of Buildings, code violation citations were issued for one hundred three (103) different property addresses within the Avalon Park/South Shore R.P.A. between January, 1996 and July, 2000. This continuing problem underscores the documented deterioration of buildings. Structures below code standards indicate that a building is in a current state of noncompliance and could potentially fall into more severe disrepair. The code violation citations have implicated forty-one percent (41%) of the buildings within the Avalon Park/South Shore R.P.A. between January, 1996 and July, 2000.

This eligibility factor was present to a meaningful extent on eighty percent (80%) or four (4) of every five (5) of the total blocks within the Avalon Park/South Shore R.P.A.

## 3. Excessive Vacancies.

Of the two hundred fifty-three (253) buildings within the R.P.A., sixty (60) (twenty-four percent (24%)) exhibited excessive vacancies. A building was considered to have excessive vacancies if it appeared to be at least one-third ( $\frac{1}{3}$ ) vacant, including commercial storefronts. Many of the buildings within the Avalon Park/South Shore R.P.A. have vacant or underutilized commercial storefronts. This factor was present to a meaningful extent on forty-nine percent (49%) of the fifty-nine (59) blocks within the R.P.A.

## 4. Inadequate Utilities.

A review of the City's water and sewer atlases found that inadequate underground utilities affect all of the blocks within the R.P.A.. Some replacements are required because the water lines have reached or will reach the end of their one hundred (100) year useful service lives within the life-span of the T.I.F. and others are needed because the water mains are of insufficient size to comply with modern capacity requirements.

Due to the age and condition of the sewer and water lines, inadequate utilities were found to be present to a meaningful extent on one hundred percent (100%) of the blocks within the Avalon Park/South Shore R.P.A.

### 5. Lack Of Growth In E.A.V.

The total E.A.V. is a measure of the property value in the Avalon Park/South Shore R.P.A.. A lack of growth in E.A.V. has been found for the R.P.A. in that the rate of growth in property values (as measured by E.A.V.) of the R.P.A. has been less than that of the balance of the City of Chicago for three (3) out of the last five (5) years for which information is available (1995 through 2000). The lack of growth in E.A.V. within an area is one of the strongest indicators that the area as a whole has not been subject to growth and development by private enterprise.

Table 1.

#### Percent Change In E.A.V.

|                                   | Percent<br>Change In<br>E.A.V.<br>1995/1996 | Percent<br>Change In<br>E.A.V.<br>1996/1997* | Percent<br>Change In<br>E.A.V.<br>1997/1998* | Percent<br>Change In<br>E.A.V.<br>1998/1999 | Percent<br>Change In<br>E.A.V.<br>1999/2000 |
|-----------------------------------|---------------------------------------------|----------------------------------------------|----------------------------------------------|---------------------------------------------|---------------------------------------------|
| Avalon Park/South<br>Shore R.P.A. | 0.63%                                       | 8.46%                                        | 3.09%                                        | 0.52%                                       | 6.54%                                       |
| City of Chicago<br>(balance of)   | 1.26%                                       | 8.40%                                        | 1.77%                                        | 4.17%                                       | 14.50%                                      |

The percent change in E.A.V. of the R.P.A. was lower than that of the balance of the City of Chicago for three (3) of the last five (5) years. Therefore, the R.P.A. as a whole qualifies for the Lack of Growth in E.A.V. factor.

\* The 1996/1997 and 1997/1998 periods are shaded to indicate that they are non-qualifying years (S.I.C.).

This eligibility factor was analyzed area-wide and is considered to be present to a meaningful extent for the entire Avalon Park/South Shore R.P.A.

#### Minor Supporting Factors.

In addition to the factors that previously have been documented as being present to a major extent in the Avalon Park/South Shore R.P.A., one (1) additional factor was found to be present to a minor extent. This additional factor demonstrates that the Avalon Park/South Shore R.P.A. is gradually declining through disinvestment. Left unchecked, this condition could accelerate the decline of the community, and combined with those factors that have been used to qualify the R.P.A. as a

conservation area, could lead to more widespread and intensive commercial and residential disinvestment.

1. Obsolescence.

An appreciable amount of functional obsolescence exists within the Avalon Park/South Shore R.P.A.. Obsolescence, either functional, economic, or some combination of both, was documented for forty-two (42) of the two hundred fifty-three (253) buildings (seventeen percent (17%)) within the R.P.A.. Often, the economic disadvantage of an area's buildings is the direct result of their functional obsolescence. Many of these buildings cannot compete in the market without some intervention or correction of obsolete factors. Economically obsolete buildings and properties have an adverse effect on nearby properties and detract from the physical, functional and economic vitality of the surrounding community.

Overall, we found this factor present to a meaningful extent on twenty-four (24) (forty-one percent (41%)) of the total blocks in the Avalon Park/South Shore R.P.A.

4.

*Redevelopment Plan And Project.*

Redevelopment Needs Of The Avalon Park South Shore R.P.A.

The existing land-use pattern and physical conditions in the Avalon Park/South Shore R.P.A. suggest six (6) redevelopment needs for the area:

1. property assembly, demolition and site preparation;
2. infrastructure improvements, streetscaping and buffering/screening between land uses;
3. commercial and residential development and rehabilitation;
4. resources for commercial, residential, and mixed-use development;
5. improvement and expansion of public facilities and other supportive land uses; and
6. job training and day care assistance.

The Eligibility Study and Redevelopment Plan identifies the tools that the City will use to guide redevelopment in the Avalon Park/South Shore R.P.A. to create a cohesive and vibrant mixed-use community. Currently, the Avalon Park/South Shore R.P.A. is characterized by signs of deteriorated buildings and infrastructure, vacant and underutilized parcels, and an overall lack of growth in property values.

The goals, objectives and strategies discussed below have been developed to address these needs and facilitate the sustainable redevelopment of the Avalon Park/South Shore R.P.A.. The proposed public improvements outlined in the Eligibility Study and Redevelopment Plan will help create an environment conducive to private investment and redevelopment within the Avalon Park/South Shore R.P.A.. To support specific projects and encourage future investment in the R.P.A., public resources, including tax increment financing, may be used to: facilitate property assembly; demolition; site preparation; improve or repair R.P.A. infrastructure; provide streetscaping, landscaped buffers, and screening elements between land uses; develop and rehabilitate commercial and residential buildings and/or units; build, and/or expand existing public facilities; and provide job training and day care assistance. In addition, tax increment financing may be used to subsidize developer interest costs related to redevelopment projects.

#### Goals, Objectives And Strategies.

Goals, objectives and strategies are designed to address the needs of the community from the overall framework of the Eligibility Study and Redevelopment Plan for the use of anticipated tax increment funds generated within the Avalon Park/South Shore R.P.A.. Goals, objectives, and strategies were developed to be consistent with those presented in the 79<sup>th</sup> Street Corridor Master Plan (City of Chicago Planning Now Study, October, 2000).

Goal. The overall goal of the T.I.F. Eligibility Study and Redevelopment Plan is to reduce or eliminate conditions that qualify the Avalon Park/South Shore R.P.A. as a conservation area and to provide the direction and mechanisms necessary to re-establish the R.P.A. as a cohesive and vibrant mixed-use area that provides a comprehensive range of commercial and retail uses to the surrounding residential community, while accommodating residential and institutional uses where appropriate. Redevelopment of the R.P.A. will improve retail, commercial and housing conditions; improve the relationship between the area's diverse land uses; and attract private redevelopment. This goal is to be achieved through an integrated and comprehensive strategy that leverages public resources to stimulate additional private investment.

The underlying strategy is to use tax increment financing, as well as other funding sources, to reinforce and encourage further private investment.

Objectives. Twelve (12) broad objectives support the overall goal of area-wide revitalization of the Avalon Park/South Shore R.P.A.. These include:

1. strengthen the overall economic well-being of the Avalon Park/South Shore R.P.A. by providing resources for and encouraging the development and redevelopment of retail, commercial, mixed-use, residential and institutional uses, as appropriate, within the Avalon Park/South Shore R.P.A.;
2. encourage retail, commercial, mixed-use, and residential development by facilitating the assembly, preparation, and marketing of vacant and improved sites, and by assisting private developers to assemble suitable sites for modern development needs;
3. facilitate the remediation of environmental problems to provide additional land for new retail, commercial, mixed-use and residential development and redevelopment, as appropriate;
4. foster the replacement, repair, and/or improvement of infrastructure, where needed, including sidewalks, streets, curbs, gutters and underground water and sanitary systems to facilitate the construction of new retail, commercial, mixed-use and residential development;
5. facilitate the preservation and/or rehabilitation of anchor retail, commercial, and institutional uses, established institutional facilities and architecturally or historically significant buildings in the Avalon Park/South Shore R.P.A.;
6. support the goals and objectives of other overlapping plans, including the 79<sup>th</sup> Street Corridor Master Plan (City of Chicago Planning Now Study, October, 2000) and the 77<sup>th</sup> and Exchange Redevelopment Area (approved November 17, 1999), and coordinate available Federal, State and local resources to further the goals of this Eligibility Study and Redevelopment Plan;
7. preserve and enhance the pedestrian orientation of appropriate retail nodes and other areas with heavy pedestrian activity along 79<sup>th</sup> Street and the 79<sup>th</sup> Street Metra Station at the intersection of 79<sup>th</sup> Street and Exchange Avenue, by encouraging pedestrian-friendly uses and design strategies that include, but are not limited to, the following: facilitate safe pedestrian movement across wide arterial streets with pedestrian amenities such as lighting; widen narrow sidewalks; and create visual interest and safer pedestrian environments with streetscaping, landscaping, lighting and buffering;
8. facilitate the provision of adequate on- and off-street parking for visitors,

residents, employees and customers of the R.P.A.;

9. create an environment for educational, recreational and other institutional facilities where needed and in accordance with the Eligibility Study and Redevelopment Plan by providing enhancement opportunities for public facilities and institutions, such as parks, transit facilities and other institutional uses;
10. provide opportunities for women-owned, minority-owned and locally owned businesses to share in the job and construction opportunities associated with the redevelopment of the Avalon Park/South Shore R.P.A.;
11. support job training programs and increase employment opportunities, including high-technology jobs, for residents of the R.P.A. and other local residents; and
12. support the cost of day care operations established by businesses in the R.P.A. to serve employees of low-income families working in the R.P.A.

Strategies. These objectives will be implemented through five (5) specific and integrated strategies. These include:

1. Implement Public Improvements. A series of public improvements throughout the Avalon Park/South Shore R.P.A. may be designed and implemented to help define and create an identity for the area, prepare sites for anticipated private investment, and create a more conducive environment for retail, commercial, mixed-use and residential development. Public improvements which are implemented with T.I.F. assistance are intended to complement and not replace existing funding sources for public improvements in the R.P.A.

These improvements may include new streetscaping, street and sidewalk lighting, resurfacing of alleys, sidewalks and streets, improvement of underground water and sewer infrastructure, creation of parks and open space, and other public improvements consistent with the Eligibility Study and Redevelopment Plan. These public improvements may be completed pursuant to redevelopment agreements with private entities or intergovernmental agreements with other public entities, and may include the construction, rehabilitation, renovation or restoration of public improvements on one (1) or more parcels.

2. Develop Vacant And Underutilized Sites. The redevelopment of vacant and underutilized sites within the Avalon Park/South Shore R.P.A. is expected to stimulate private investment and enhance the R.P.A.. Development of vacant and underutilized sites is anticipated to have a

positive impact on other properties beyond the individual project sites.

3. Encourage Private Sector Activities And Support New Development. Through the creation and support of public-private partnerships, or through written agreements, the City may provide financial and other assistance to encourage the private sector, including local property owners and businesses, to undertake rehabilitation and redevelopment projects and other improvements that are consistent with the goals of this Eligibility Study and Redevelopment Plan.
4. Facilitate Property Assembly, Demolition And Site Preparation. Specific sites may be acquired and assembled by the City to attract future private investment and development. The consolidated ownership of these sites will make them easier to market to potential developers and will streamline the redevelopment process. In addition, financial assistance may be provided to private developers seeking to acquire land and assemble sites to undertake projects supportive of this Eligibility Study and Redevelopment Plan.

To meet the goals, policies or objectives of this Eligibility Study and Redevelopment Plan, the City may acquire and assemble other property throughout the R.P.A. Land assemblage by the City may be done by purchase, exchange, donation, lease, eminent domain, or through the Tax Reactivation Program or other programs and may be for the purposes of (a) sale, lease, or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Site preparation may include such preparatory work as demolition of existing improvements and environmental remediation, where appropriate. 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.

Map 5, Land Acquisition Overview Map, indicates sixty-five (65) parcels currently proposed to be acquired for redevelopment in the R.P.A. and is based on parcels targeted for acquisition by the City of Chicago. Appendix 3 contains a list of the acquisition parcels by block and Permanent Index Number (P.I.N.). These parcels may be acquired to facilitate the redevelopment within the Avalon Park/ South Shore R.P.A., consistent with the goals and objectives of this Eligibility Study and Redevelopment Plan.

In connection with the City exercising its powers to acquire real property not currently identified on the Land Acquisition Overview Map (Map 5) and listed in Appendix 3, including the exercise of the power of eminent domain, under the Act in implementing this Eligibility Study and

Redevelopment 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 this Eligibility Study and Redevelopment Plan. Relocation assistance may be provided to facilitate redevelopment of portions of the R.P.A., 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/or financial assistance as determined by the City.

For properties described on Map 5, the acquisition of occupied properties by the City shall commence within four (4) years from the date of the publication of the ordinance approving this Eligibility Study and Redevelopment Plan. 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 this Eligibility Study and Redevelopment Plan under the Act according to its customary procedures as described in the preceding paragraph.

5. Assist Existing Businesses And Residents. The City may provide assistance to support existing businesses, property owners and residents in the R.P.A.. This may include financial and other assistance for rehabilitation, leasehold improvements, new construction, and the provision of affordable housing units. T.I.F. assistance may be used independently or with other housing programs to support new and rehabilitated rental and for-sale housing that could include a mixture of market-rate units and units affordable to moderate-, low- and very low-income households. Resources may also be available to businesses for job training, welfare-to-work, and day care assistance. In addition, to the extent allowable under the law, locally owned businesses and residents of the R.P.A. and other local residents will be targeted to share in the employment, job and construction-related opportunities that may be offered by redevelopment within the Avalon Park/South Shore R.P.A.

These activities are representative of the types of projects contemplated to be undertaken during the life of the Avalon Park/South Shore R.P.A. Market forces are critical to the completion of these projects. Phasing of projects will depend on the interests and resources of both public and private sector parties. Not all projects will necessarily be undertaken. Further, additional projects may be identified throughout the life of the Avalon Park/South Shore R.P.A.. To the extent that these projects meet the goals of this Eligibility Study and Redevelopment Plan and the requirements of the Act and budget outlined in the next section, these projects may be considered for tax increment funding. 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").

#### Proposed Future Land-Use.

The proposed future land-use of the Avalon Park/South Shore R.P.A. reflects the objectives of the Eligibility Study and Redevelopment Plan, which are to support the improvement of the R.P.A. as an active mixed-use district and to support other improvements that serve the redevelopment interests of the local community and the City. The proposed objectives are compatible with historic land-use patterns and support current development trends in the area.

These proposed future land uses are detailed on Map 6. Uses listed are to be predominant uses for the area indicated, and are not exclusive of any other uses.

#### Assessment Of Housing Impact.

The purpose of this section is to set forth a Housing Impact Study for the Avalon Park/South Shore R.P.A. as required by the Act. If the redevelopment plan for a R.P.A. would result in the displacement of residents from ten (10) or more inhabited residential units, or if the R.P.A. contains seventy-five (75) or more inhabited residential units and the City is unable to certify that no displacement of residents will occur, the City must prepare a Housing Impact Study and incorporate the study into the Eligibility Study and Redevelopment Plan as required by subsection 11-74.4-5(a) of the Act.

The primary goal of the Eligibility Study and Redevelopment Plan is to provide the necessary mechanisms to re-establish the 79<sup>th</sup> Street commercial district and its surrounding side streets as a cohesive and vibrant mixed-use area that provides a comprehensive range of commercial and retail uses to the surrounding residential community, while accommodating residential and institutional uses where appropriate. The only currently proposed Redevelopment Project (the Senior Suites project at Exchange Avenue and 77<sup>th</sup> Place) will not result in the displacement of any inhabited residential units and is expected to add approximately eighty-four (84) senior rental units. However, since the R.P.A. contains more than seventy-five (75) inhabited residential units and future redevelopment activity could conceivably result in the removal of inhabited residential units over the twenty-three (23) year life of the R.P.A., a housing impact study is required. Under the provisions of the Act.

Part I of the Housing Impact Study shall include:

- (i) data as to whether the residential units are single-family or multi-family units;
- (ii) the number and type of rooms within the units, if that information is available;
- (iii) 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; and
- (iv) data as to the racial and ethnic composition of the residents in the inhabited residential units, which data requirement shall be deemed to be fully satisfied if based on data from the most recent Federal Census.

Part II of the Housing Impact Study identifies the inhabited residential units in the proposed R.P.A. that are to be, or may be, removed. If inhabited residential units are to be removed, then the Housing Impact Study shall identify:

- (i) the number and location of those units that will be, or may be, removed;
- (ii) the municipality's plans for relocation assistance for those residents in the proposed R.P.A. whose residences are to be removed;
- (iii) the availability of replacement housing for those residents whose residences are to be removed, and identification of the type, location, and cost of the replacement housing; and
- (iv) the type and extent of relocation assistance to be provided.

Part I.

(i) 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. In order to identify residential units in the field, S. B. Friedman & Company utilized several methods, including counts of door buzzers, mailboxes, windows, and other indicators. This survey, completed in July, 2001, revealed that the Avalon Park/South Shore R.P.A. contains one hundred eighty-

five (185) residential or mixed-use residential buildings containing one thousand one hundred twenty-three (1,123) total dwelling units. The number of residential units by building type is described as follows:

| Building Type                                        | Total Buildings | Total Units |
|------------------------------------------------------|-----------------|-------------|
| Single-Family                                        | 65              | 65          |
| Multi-Family                                         | 55              | 431         |
| Mixed-Use (Commercial/<br>Residential)               | 59              | 541         |
| Mixed-Use (Institutional/<br>Residential)            | 5               | 62          |
| Mixed-Use (Commercial/<br>Institutional/Residential) | 1               | 24          |
| TOTAL:                                               | 185             | 1,123       |

Source: S. B. Friedman Company

(ii) Number And Type Of Rooms Within Units.

The distribution within the Avalon Park/South Shore R.P.A. of the one thousand one hundred twenty-three (1,123) 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 Avalon Park/South Shore R.P.A., S. B. Friedman & Company analyzed 1990 Census data (2000 Census data for these categories are not yet available) by Block Groups for those Block Groups encompassed by the R.P.A.. A Block Group is a combination of Census blocks, and 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 United States Census sample data because it is the best available information regarding the structures and residents of the R.P.A.. Since there has been relatively little change in the past ten (10) years in the composition of residential structures by type in the area, evidenced by the age of the buildings and the lack of building permits, the 1990 Census data should still be reasonably accurate for this purpose. These Block Group data show the distribution of housing units by the number of bedrooms and the total number of rooms within each unit. We then applied the 1990 distribution percentage to the total number of units identified by the survey. The estimated distribution of units by bedroom type and number of rooms are as follows:

Units By Bedroom Type<sup>(2)</sup>

| Number Of Bedrooms | 1990 Census | Current Estimated<br>For R.P.A. |
|--------------------|-------------|---------------------------------|
| Studio             | 6%          | 67                              |
| 1 Bedroom          | 26%         | 291                             |
| 2 Bedrooms         | 37%         | 412                             |
| 3 Bedrooms         | 25%         | 279                             |
| 4 Bedrooms         | 4%          | 49                              |
| 5+ Bedrooms        | 2%          | 25                              |
| TOTAL:             | 100%        | 1,123                           |

---

(2) 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.

Units By Number Of Rooms<sup>(3)</sup>

| Number Of Rooms | 1990 Census | Current Estimated<br>For R.P.A. |
|-----------------|-------------|---------------------------------|
| 1 Room          | 4%          | 41                              |
| 2 Rooms         | 6%          | 62                              |
| 3 Rooms         | 13%         | 145                             |
| 4 Rooms         | 19%         | 213                             |
| 5 Rooms         | 27%         | 298                             |
| 6 Rooms         | 21%         | 235                             |
| 7 Rooms         | 6%          | 72                              |
| 8 Rooms         | 3%          | 33                              |
| 9+Rooms         | 2%          | 24                              |
| TOTAL:          | 101%*       | 1,123                           |

\*Note: Due to rounding, total percentage does not equal 100.

## (iii) Number Of Inhabited Units.

According to data compiled from the survey completed by S. B. Friedman & Company from April to July, 2001, the Avalon Park/South Shore R.P.A. contains an estimated one thousand one hundred twenty-three (1,123) residential units of which seventy-one (71) units, six percent (6%) are estimated to be vacant. Therefore, there are approximately one thousand fifty-two (1,052) total inhabited units within the R.P.A.. As required by the Act, this information was ascertained as of July 6, 2001, which is a date not less than forty-five (45) days prior to the

---

(3) 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.

date that the resolution or ordinance required by Subsection 11-74.4-5 (a) of the Act was, or will be, passed (the resolution or ordinance setting the public hearing and Joint Review Board meeting dates).

(iv) 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. According to 2000 United States Census data, the average household size within the Block Groups which comprise the Avalon Park/South Shore R.P.A. was two and six-tenths (2.6) persons. Therefore, there are an estimated two thousand nine hundred twenty (2,920) residents living within the proposed boundaries. The race and ethnic composition of these residents is as follows:

| Race                                                                  | Estimated Number Of<br>Residents In 2000 | Percentage |
|-----------------------------------------------------------------------|------------------------------------------|------------|
| Black or African-<br>American alone                                   | 2,829                                    | 96.9%      |
| White Alone                                                           | 41                                       | 1.4%       |
| Black or African American<br>and American Indian<br>and Alaska Native | 9                                        | 0.3%       |
| American Indian or Native<br>Alaskan alone                            | 3                                        | 0.1%       |
| Asian alone                                                           | 3                                        | 0.1%       |
| Native Hawaiian or Other<br>Pacific Islander                          | 3                                        | 0.1%       |
| Some other race alone                                                 | 15                                       | 0.5%       |
| Other two or more races                                               | 18                                       | 0.6%       |
| TOTAL:                                                                | 2,921*                                   | 100.0%     |

\*Note: Due to rounding, the total number of residents exceeds the actual estimated total population of the R.P.A. by 1.

| Hispanic Origin | Estimated Number Of<br>Residents In 2000 | Percentage |
|-----------------|------------------------------------------|------------|
| Hispanic        | 44                                       | 1.5%       |
| Non-Hispanic    | 2,876                                    | 98.5%      |
| TOTAL:          | 2,920                                    | 100.0%     |

We also have estimated the potential distribution by income of the households living in the inhabited units within the Avalon Park/South Shore R.P.A.

In order to estimate the number of moderate-, low-, very low- and very, very low-income households in the R.P.A., S. B. Friedman & Company used data from Claritas, Inc., a national demographic data provider. As determined by H.U.D., the definitions of the above-mentioned income categories, adjusted for family size, are as follows:

- a. A very, very low-income household has an adjusted income of less than thirty percent (30%) of the area median income.
- b. A very low-income household earns between thirty percent (30%) and fifty percent (50%) of the area median income.
- c. A low-income household earns between fifty percent (50%) and eighty percent (80%) of the area median income.
- d. A moderate-income household earns between eighty percent (80%) and one hundred twenty percent (120%) of the area median income.

Claritas estimates that of all households residing within the Block Groups encompassed by the Avalon Park/South Shore R.P.A., forty-eight percent (48%) may be classified as very low-income or lower, nineteen percent (19%) may be classified as low-income, and nineteen percent (19%) may be classified as moderate-income households.

## Households By Income Category.

| Income Category                        | Percentage<br>(From Claritas) | Number Of<br>Households | Annual Income Range<br>(Average Household<br>Of Three Persons) |
|----------------------------------------|-------------------------------|-------------------------|----------------------------------------------------------------|
| Very, Very Low-Income                  | 28%                           | 314                     | \$0 -- \$19,050                                                |
| Very Low-Income                        | 20%                           | 225                     | \$19,051 -- \$31,750                                           |
| Low-Income                             | 19%                           | 213                     | \$31,751 -- \$50,800                                           |
| Moderate-Income                        | 19%                           | 213                     | \$50,801 -- \$76,200                                           |
| Subtotal: Moderate-<br>Income or Below | 86%                           | 965                     | \$0 -- \$76,200                                                |
| Above Moderate-<br>Income              | 14%                           | 157                     | \$76,201+                                                      |
| TOTAL:                                 | 100%                          | 1,122*                  |                                                                |

\*Note: Due to rounding, the total number of households listed by income category falls short of the actual estimated number of households in the R.P.A. by 1.

Source: Claritas, Inc. and S. B. Friedman & Co.

## Part II.

## (i) Number And Location Of Units To Be Removed.

The only currently proposed Redevelopment Project (the Senior Suites project at South Exchange Avenue and East 77<sup>th</sup> Place) will not result in the displacement of inhabited residential units and is expected to add approximately eighty-four (84) income-restricted apartments for seniors. Since no specific Redevelopment Projects have been proposed to date involving parcels with inhabited residential units, it is impossible to determine the exact extent to which future projects receiving tax increment assistance (or other public projects that are implemented in furtherance of the Eligibility Study and Redevelopment Plan) will bring about the removal of residences. However, it is probable that some existing units may be removed as a result of redevelopment activity over the twenty-three (23) year life of the R.P.A.. 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:

- a. Step one counts all inhabited residential units identified on any acquisition lists or maps. One (1) pre-existing acquisition list was identified as part of the 77<sup>th</sup> and Exchange Redevelopment Area and contains four (4) parcels located within the boundaries of the R.P.A.. Of these four (4) parcels, only one (1) contains occupied residential units. The mixed-use commercial and residential building on this parcel contains an estimated six (6) inhabited residential units. In addition to the identified acquisition list as part of the 77<sup>th</sup> and Exchange Redevelopment Area, an acquisition list is included in the Avalon Park/South Shore Redevelopment Project and Plan identifying a total of sixty-five (65) parcels located within the R.P.A.. This list was described earlier in this report (See Map 5, Acquisition Parcels). Of these sixty-five (65) parcels slated for acquisition, fourteen (14) are either partially or entirely used for residential purposes. Data from S. B. Friedman & Company's survey of the R.P.A. shows that these parcels include approximately sixty-two (62) total housing units, eighteen (18) (twenty-nine percent (29%)) of which are estimated to be vacant. This translates to a total of forty-four (44) inhabited housing units located on parcels within the Avalon Park/South Shore R.P.A. acquisition list. Combined, the two (2) acquisition lists identify a total of fifty (50) inhabited units on twelve (12) parcels.
- b. Step two counts the number of inhabited residential units located on parcels that are dilapidated as defined by the Act. Structures classified as dilapidated show a level of disrepair so severe as to warrant either removal or complete rehabilitation. A survey of the entire R.P.A. completed in July, 2001 identified a total of five (5) dilapidated buildings, none of which had an associated residential use. We therefore assume that no inhabited residential units are likely to be removed due to demolition or rehabilitation of dilapidated buildings.
- c. Step three counts the number of inhabited residential units that exist where the future land-use indicated by the Eligibility Study and Redevelopment Plan will not include residential uses. After reviewing the Proposed Future Land-Use for the Avalon Park/South Shore R.P.A., we determined that there will be no 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 zero.

We have identified all of the inhabited units that meet the criteria described above in order to arrive at a reasonable projection of the total number of inhabited residential units that may be removed as a result of redevelopment projects that are undertaken in accordance with the Eligibility Study and Redevelopment Plan. It is uncertain whether all such units will actually be removed as a result of such projects; however, the total number of inhabited residential units that may be removed is fifty (50). This estimate serves as an upper limit on the number of inhabited residential units which may be removed as a result of the Eligibility Study and Redevelopment Plan over its twenty-three (23) year life span.

Based on the income distribution in and around the R.P.A., it is reasonable to assume that a minimum of eighty-six percent (86%), or forty-three (43), of the fifty (50) inhabited residential units that may be displaced are currently inhabited by households of moderate-, low-, very low- or very, very low- income. However, it is possible that a higher percentage, up to one hundred percent (100%) (fifty (50) units), are occupied by households within these income brackets. Part II, subpart (iii) of this section discusses in detail the availability of replacement housing for households of low-income or lower.

Map 7 identifies the twelve (12) parcels containing the fifty (50) occupied units (the sum of the units found in Steps 1 to 3 above) that could potentially be removed during the twenty-three (23) year life of the Avalon Park/South Shore R.P.A.. In addition, the specific parcels' Permanent Index Numbers are listed in Appendix 4 of this study.

(ii) Relocation Plan.

The City's plan for relocation assistance for those qualified residents in the Avalon Park/South Shore R.P.A. whose residences may be removed shall be consistent with the requirements set forth in Section 11-74.4-3(n)(7) of the Act. The terms and conditions of such assistance are described in subpart (iv) below. No specific relocation plan has been prepared by the City as of this date; until such a redevelopment project is approved, there is no certainty that any removal of residences will actually occur.

(iii) Replacement Housing.

In accordance with subsection 11-74.4-3(n)(7) of the Act, the City shall make a good faith effort to ensure that affordable replacement housing located in or near the Avalon Park/South Shore R.P.A. is available for any qualified displaced

residents.

To promote development of affordable housing, the Act requires that developers who receive 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 or any successor agency. Generally, this means that income-restricted rental units should be affordable to households earning no more than eighty percent (80%) of the area median income (adjusted for family size) and that affordable for-sale units should be priced at a level that is affordable to persons earning no more than eighty percent (80%) of the area median income. If, during the twenty-three (23) year life of the Avalon Park/South Shore R.P.A., the acquisition plans change, the City shall make every effort to ensure that appropriate replacement housing will be found in either the R.P.A. or the surrounding South Shore and South Chicago Community Areas.

In order to determine the availability of replacement housing for those residents who potentially may be displaced by redevelopment activity, S. B. Friedman & Company examined several data sources, including vacancy data from the 2000 United States Census, apartment listings from local newspapers, and housing sales data from Multiple Listing Service.

#### Vacancy Data.

According to the 2000 figures, the thirteen (13) block groups surrounding and encompassing the Avalon Park/South Shore R.P.A. contained seven thousand forty-eight (7,048) housing units, of which seven hundred ninety (790) (eleven percent (11%)) were vacant. For the purposes of this analysis, the term "R.P.A. Vicinity" refers to these block groups. The following table shows the distribution of vacant residential units in the R.P.A. vicinity by vacancy status, as compared to the City of Chicago as a whole.

#### Vacancy Rate By Vacancy Status

| Vacancy Status | Share Of All Units In<br>R.P.A. Vicinity | Citywide Percentage |
|----------------|------------------------------------------|---------------------|
| For rent       | 5.9%                                     | 3.1%                |
| For sale       | 0.7%                                     | 0.7%                |

| Vacancy Status                  | Share Of All Units In<br>R.P.A. Vicinity | Citywide Percentage |
|---------------------------------|------------------------------------------|---------------------|
| Rented/sold but<br>not occupied | 1.0%                                     | 0.8%                |
| Other                           | 3.5%                                     | 0.3%                |
| TOTAL VACANT UNITS:             | 11.1%                                    | 7.9%*               |

\* City-wide percentages do not add up due to the omission of several vacancy categories not found in the R.P.A.

Source: United States Census.

The percentage of residential units that are vacant and awaiting rental is somewhat higher in the R.P.A. vicinity than that of the City of Chicago (five and nine-tenths percent (5.9%) versus three and one-tenth percent (3.1%)), suggesting a potential supply of replacement rental housing. The percentage of ownership housing units that are vacant and awaiting sale is roughly equal to that of the city as a whole, while the overall rate of residential vacancy in the R.P.A. vicinity exceeds that of the City by a fair margin (three and two-tenths percent (3.2%)), and therefore there is availability in general.

#### Availability Of Replacement Rental Housing.

The location, type and cost of a sample of possible replacement rental housing units located within the South Shore and South Chicago Community Areas was determined through the examination of classified advertisements from the *Chicago Tribune* and *Chicago Sun-Times* during the month of December, 2001 (see Appendix 5). It is important to note that Chicago has a rental cycle in which apartments turn over at a greater rate on May 1 and October 1 of each year. These higher turnover times would likely reflect a wider variety of rental rates, unit sizes and locations than those available in December.

The range of maximum affordable monthly rents, according to H.U.D. standards, is shown below in comparison with the advertised rents found in the above-mentioned newspaper listings.

Maximum Monthly Rent (Including Utilities)  
Affordable To Income Bracket

| Number Of<br>Bedrooms | Implied<br>Family<br>Size <sup>(1)</sup> | Very,<br>Very<br>Low | Very Low | Low     | Moderate | Observed<br>Range <sup>(2)</sup> | Units In<br>Sample <sup>(3)</sup> | Total<br>Estimated<br>Units <sup>(4)</sup> |
|-----------------------|------------------------------------------|----------------------|----------|---------|----------|----------------------------------|-----------------------------------|--------------------------------------------|
| Studio                | 1.0                                      | \$370                | \$617    | \$987   | \$1,481  | \$426--597                       | 13                                | 20                                         |
| 1                     | 1.5                                      | \$397                | \$661    | \$1,058 | \$1,586  | \$487--989                       | 50                                | 78                                         |
| 2                     | 3.0                                      | \$476                | \$793    | \$1,269 | \$1,904  | \$569--1,044                     | 47                                | 74                                         |
| 3                     | 4.5                                      | \$550                | \$917    | \$1,466 | \$2,200  | \$696--1,519                     | 19                                | 30                                         |
| 4                     | 6.0                                      | \$613                | \$1,022  | \$1,636 | \$2,453  | \$1,243--1,561                   | 2                                 | 3                                          |
| TOTAL:                |                                          |                      |          |         |          |                                  | 131                               | 205                                        |

(1) Derived from the number of bedrooms using H.U.D. formulas.

(2) Based on a sample of apartments located in the South Shore and South Chicago Community Areas and advertised in the *Chicago Tribune* and *Chicago Sun-Times* during the month of December, 2001.

(3) Refers to the number of units in the sample taken by S. B. Friedman & Company. This is not an exhaustive count of the available apartments in the South Shore and South Chicago Community Areas during the month of December, 2001. A total of two hundred five (205) listings were published in the *Chicago Tribune* and *Chicago Sun-Times*.

(4) Estimated distribution of total units identified by S. B. Friedman & Company during the month of December, 2001. Distribution for all identified units is based on the distribution of the sample.

The table in Appendix 5 provides a detailed summary of the apartment listings found in the *Tribune* and *Sun-Times* during the month of December. Since H.U.D. affordability standards state that monthly rent, including utilities, should equal no more than thirty percent (30%) of gross household income, S. B. Friedman & Company has adjusted the monthly rents listed below to include utility payments using Section 8 utility cost estimates for various apartment unit sizes developed by the Chicago Housing Authority. This table demonstrates that there is ample housing affordable to households of low-, very low- or very, very low-income currently available within and adjacent to the R.P.A.

S. B. Friedman & Company also has researched the availability of subsidized and income-restricted housing in and near the Avalon Park/South Shore R.P.A. According to data provided by the Illinois Housing Development Authority, there are at least two thousand fifteen (2,015) units of income-restricted housing in the South Shore and South Chicago Community Areas, including at least seven hundred forty-three (743) units of project-based Section 8 housing. In Section 8

housing, qualifying households are required to pay thirty percent (30%) of their income as monthly rent, with the Section 8 subsidy making up the difference between that amount and the contract rent. Additionally, as noted in the preceding table, a fair number of apartments in the vicinity of the Avalon/South Shore R.P.A. are available to tenants with Section 8 vouchers.

In addition, according to information obtained from the City of Chicago by S. B. Friedman & Company, there is currently one (1) planned project located within the Avalon Park/South Shore R.P.A. -- the previously mentioned Senior Suites complex at Exchange Avenue and 77<sup>th</sup> Place, which is being developed by the Senior Lifestyle Corporation. This project will consist of approximately eighty-four (84) apartment units ranging from four hundred forty (440) to six hundred fifty (650) square feet in size and from Four Hundred Sixteen Dollars (\$416) to Five Hundred Eighty Dollars (\$580) in monthly rent. The units will be available to senior citizens with maximum annual incomes of Twenty-two Thousand Five Hundred Dollars (\$22,500) for individuals and Twenty-five Thousand Nine Hundred Fifty Dollars (\$25,950) for couples. These rents and income restrictions make the complex affordable to very low-income households, according to the H.U.D. standards described in Part I, subpart (iv) and Part II, subpart (iv) of this section.

#### Replacement For-Sale Housing.

In order to determine the availability of replacement for-sale housing for those home owners who may potentially be displaced, S. B. Friedman & Company reviewed data available from the Multiple Listing Service (M.L.S.) of Northern Illinois which lists most of the currently active for-sale properties in the Northern Illinois region, as well as historical data listing housing sales within the region over the past three (3) years. The following table describes housing sales for detached and attached (condominium and town home) residential units within the South Shore and South Chicago Community Areas for the past three (3) years, as well as all current available properties listed for sale.

| Price Range            | 2000 Sales | 2001 Sales | Active Listings<br>(As Of<br>February 7, 2002) |
|------------------------|------------|------------|------------------------------------------------|
| \$0 -- \$100,000       | 414        | 216        | 94                                             |
| \$100,000 -- \$160,000 | 132        | 87         | 100                                            |
| \$160,000 -- \$250,000 | 30         | 22         | 30                                             |

| Price Range         | 2000 Sales | 2001 Sales | Active Listings<br>(As Of<br>February 7, 2002) |
|---------------------|------------|------------|------------------------------------------------|
| \$250,000 and above | 15         | 12         | 16                                             |
| TOTALS:             | 591        | 337        | 240                                            |

Source: Multiple Listing Service

According to the *Chicago Tribune*, the median home sale price in the South Shore and South Chicago Community Areas from July to September, 2001 was approximately Eighty-seven Thousand Five Hundred Dollars (\$87,500), an amount which appears consistent with the M.L.S. sales data summarized above. The median sales price for the City of Chicago during the same period was approximately Two Hundred Seventeen Thousand Two Hundred Fifty Dollars (\$217,250), indicating that the Community Areas surrounding the R.P.A. are far more affordable on average than the City as a whole. Based on the available data, we anticipate that the rental and for-sale residential markets for the Community Areas in and around the Avalon Park/South Shore R.P.A. should be adequate to furnish needed replacement housing for those residents that potentially may be displaced because of redevelopment activity within the R.P.A.. Since the only currently proposed Redevelopment Project will add approximately eighty-four (84) residential units and the types of mixed-use redevelopment projects which may be contemplated in accordance with the Eligibility Study and Redevelopment Plan may include new residential units, it is assumed that any displacement caused by activities as part of the Eligibility Study and Redevelopment Plan potentially could occur simultaneously with the development of new housing, either rental or for-sale. As a result, there potentially could be a net gain of residential units within the R.P.A.. Furthermore, there is a likelihood that any displacement of units would occur gradually over the twenty-three (23) year life of the R.P.A. as individual development projects are initiated.

(iv) Relocation Assistance.

If the removal or displacement of low-income or very low-income residential housing units occurs, such residents are required to be provided with affordable housing and 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 is required by the Act to make a good faith effort to ensure that affordable replacement housing for such

households is located in or near the R.P.A.

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, 310 ILCS 65/3, et seq., as amended. As of the date of this study, these statutory terms have the following meaning:

- (i) "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;
- (ii) "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
- (iii) "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 the event that implementation of the Eligibility Study and Redevelopment Plan results in the removal of residential housing units in the R.P.A. occupied by low-income or very low-income households from such residential units, the City will make a good faith effort to relocate these households to affordable housing located in or near the Avalon Park/South Shore R.P.A. and will provide affordable housing and relocation assistance not less than that which would be provided under the Federal Uniform Relocation Assistance and Real Property Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. Affordable housing may be either existing or newly constructed housing.

## 5.

### *Financial Plan.*

#### Eligible Costs.

The Act outlines several categories of expenditures that can be funded using tax



increment revenues. These expenditures, referred to as eligible 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 this plan pursuant to the Act. The City proposes to realize its goals and objectives of redevelopment through public finance techniques, including, but not limited to, tax increment financing, and by undertaking certain activities and incurring certain costs. Some of the costs listed below are eligible costs under the Act pursuant to an amendment to the Act that became effective November 1, 1999. Such eligible costs may include, without limitation, the following:

1. costs of studies, surveys, development of plans and specifications, implementation and administration of the Eligibility Study and Redevelopment Plan, including but not limited to, staff and professional service costs for architectural engineering, legal, marketing sites within the area to prospective businesses, developers, and investors, financial, planning or other services (excluding lobbying), related hard and soft costs, and other related expenses; provided however, that no such charges for professional services may be based on a percentage of the tax increment collected;
2. property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interest therein, demolition of buildings, and clearing and grading of land, 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;
3. costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings or fixtures and leasehold improvements and the costs 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;
4. costs of the construction of public works or improvements subject to the limitations of Section 11-74.4-3(q)(4) of the Act;
5. costs of job training and retraining projects including the costs of "welfare to work" programs implemented by businesses located within the R.P.A. and such proposals feature a community-based training program which ensures maximum reasonable opportunities for residents of the R.P.A. and other local residents with particular attention to the needs of those residents who have previously experienced inadequate employment opportunities and development of job-related skills including residents of public and other subsidized housing and people with disabilities;

6. 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 hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months following completion and including reasonable reserves related thereto;
7. all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within the taxing district in furtherance of the objectives of the Eligibility Study and Redevelopment Plan and project, to the extent the City by written agreement accepts and approves such costs;
8. an elementary, secondary or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;
9. 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 Federal or State law, or under the Act (see "Relocation Section");
10. payment in lieu of taxes;
11. costs of job training, retraining, 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, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the R.P.A.; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and taxing district(s), which agreement describes the program to be undertaken, including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by the community college district of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by the school districts of cost pursuant to Section 10-22.20a and 10-23.3a of the School Code;
12. interest costs incurred by a developer related to the construction, renovation or rehabilitation of a redevelopment project provided that:

- a. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
  - b. such payments in any one (1) year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
  - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
  - d. the total of such interest payments paid pursuant to the Act may not exceed thirty percent (30%) of the total of (i) cost paid or incurred by the developer for the 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
  - e. up to seventy-five percent (75%) of the interest cost incurred by the 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.
  - f. instead of the interest costs described above in paragraphs 12b., 12d. and 12e., a municipality may pay from tax incremental revenues up to fifty percent (50%) of the cost of construction, renovation, and rehabilitation of new housing units (for ownership or rental) to be occupied by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, as more fully described in the Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for this benefit under the Act;
13. the cost of day care services for children of employees from low-income families working for businesses located within the R.P.A. and all or a portion of the cost of operation of day care centers established by R.P.A. businesses to serve employees from low-income families working in businesses located in the R.P.A.. 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.

14. up to fifty percent (50%) of the cost of construction, renovation and/or rehabilitation of all low- 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- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act; and
15. unless explicitly stated in the Act and as provided for in relation to low- and very low-income housing units, the cost of construction of new privately owned buildings shall not be an eligible redevelopment project cost.

If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01, et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the R.P.A. for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted under the Act.

#### Estimated Redevelopment Project Costs.

The estimated eligible costs that are deemed necessary to implement this Eligibility Study and Redevelopment Plan are shown in Table 3. The total eligible cost provides an upper limit on expenditures that are to be funded using tax increment revenues, exclusive of capitalized interest, issuance costs, interest and other financing costs. Within this limit, adjustments may be made in line items without amendment to this Eligibility Study and Redevelopment Plan. Additional funding in the form of state and federal grants, private developers contributions and other outside sources may be pursued by the City as a means of financing improvements and facilities which are of benefit to the general community.

Table 3.

## Estimated Redevelopment Project Costs.

| Project/Improvements                                                                                     | Estimated Project Costs* |
|----------------------------------------------------------------------------------------------------------|--------------------------|
| Professional Services: including analysis, administration, studies, surveys, legal, marketing, et cetera | \$1,400,000              |
| Property Assembly: including site preparation and environmental remediation                              | 2,200,000                |
| Rehabilitation Costs (Commercial and Residential)                                                        | 4,500,000                |
| Eligible Construction Costs                                                                              | 7,200,000                |
| Relocation                                                                                               | 750,000                  |
| Public Works or Improvements <sup>(1)</sup>                                                              | 8,300,000                |
| Job Training                                                                                             | 1,200,000                |
| Interest Subsidy                                                                                         | 3,450,000                |
| Day Care                                                                                                 | 1,000,000                |
| <b>TOTAL REDEVELOPMENT COSTS<sup>(2), (3), (4) and (5)</sup></b>                                         | <b>\$30,000,000</b>      |

---

\* Exclusive of capitalized interest, issuance costs and other financing costs.

(1) This category also may include paying for or reimbursing (i) an elementary, secondary or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts impacted by the redevelopment of the R.P.A.. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay, or reimburse all, or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Plan.

(2) All costs are in 2002 dollars and may be increased by the rate of inflation reflected in the Consumer Price Index (C.P.I.) for All Urban Consumers for All Items for the Chicago/Gary/Kenosha, IL/IN/WI CMSA, published by the United States Department of Labor. In addition to the above stated costs, each issue of obligations issued to finance a phase of the

Adjustments to the estimated line item costs in Table 3 are expected and may be made by the City without amendment to the Eligibility Study and Redevelopment Plan. Each individual project cost will be re-evaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are not intended to place a limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs as a result of changed redevelopment costs and needs.

In the event the Act is amended after the date of the approval of this Eligibility Study and Redevelopment Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/1-74.4-3(q)(11)), this Eligibility Study and Redevelopment Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as eligible costs under the Eligibility Study and Redevelopment Plan to the extent permitted by the Act. In the event of such amendment(s), the City may add any new eligible redevelopment project costs as a line item in Table 3, or otherwise adjust the line items in Table 3 without amendment to this Eligibility Study and Redevelopment Plan to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total redevelopment project costs without a further amendment to this Eligibility Study and Redevelopment Plan.

---

Redevelopment Plan and Project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations, including interest costs.

- (3) Total Redevelopment 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 Redevelopment Project Costs.
- (4) The amount of the Total Redevelopment Project Costs that can be incurred in the R.P.A. will be reduced by the amount of redevelopment project costs incurred in contiguous R.P.A.s, or those separated from the R.P.A. 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 R.P.A., but will not be reduced by the amount of redevelopment project costs incurred in the R.P.A. which are paid from incremental property taxes generated in contiguous R.P.A.s or those separated from the R.P.A. only by a public right-of-way.
- (5) Increases in estimated Total Redevelopment Project Costs of more than five percent (5%), after adjustment for inflation from the date of the Plan adoption, are subject to the Plan amendment procedures as provided under the Act.

#### Phasing And Scheduling Of The Redevelopment.

Each private project within the Avalon Park/South Shore R.P.A. shall be governed by the terms of a written redevelopment agreement entered into by a designated developer and the City and approved by the City Council. Where tax increment funds are used to pay eligible redevelopment project costs, to the extent funds are available for such purposes, expenditures by the City shall be coordinated to coincide on a reasonable basis with the actual redevelopment expenditures of the developer(s). The Eligibility Study and Redevelopment Plan shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31<sup>st</sup> 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 (23<sup>rd</sup>) calendar year following the year in which the ordinance approving this R.P.A. is adopted (by December 31, 2026, if the ordinances establishing the R.P.A. are adopted during 2002).

#### Sources Of Funds To Pay Costs.

Funds necessary to pay for redevelopment project costs and/or secure municipal obligations which may be issued or incurred to pay for such costs are to be derived principally from tax increment revenues and/or proceeds from municipal obligations which have as a repayment source tax increment revenue. To secure the issuance of these obligations and the developer's performance of redevelopment agreement obligations, the City may require the utilization of guarantees, deposits, reserves and/or other forms of security made available by private sector developers. The City may incur Redevelopment Project Costs which are paid from the funds of the City other than incremental taxes, and the City may then be reimbursed for such costs from incremental taxes.

The tax increment revenue which will be used to fund tax increment obligations and eligible redevelopment project costs shall be the incremental real property tax revenues. Incremental real property tax revenue is attributable to the increase of the current E.A.V. of each taxable lot, block, tract, or parcel of real property in the R.P.A. over and above the certified initial equalized assessed value of each such property. Without the use of such incremental revenues, the R.P.A. is not likely to redevelop.

Other sources of funds which may be used to pay for development costs and associated obligations issued or incurred include land disposition proceeds, state and federal grants, investment income, private investor and financial institution funds, and other sources of funds and revenues as the City from time to time may deem appropriate.

The Avalon Park/South Shore R.P.A. is contiguous to the existing 71<sup>st</sup> and Stony Island Redevelopment Project Area and may, in the future, be contiguous to, or be

separated only by a public right-of-way from, other redevelopment areas created under the Act. The City may utilize net incremental property tax revenues received from the Avalon Park/South Shore R.P.A. to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the Avalon Park/South Shore R.P.A. 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 Avalon Park/South Shore R.P.A., shall not at any time exceed the total Redevelopment Project Costs described in Table 3 of this Eligibility Study and Redevelopment Plan.

The Avalon Park/South Shore R.P.A. may become contiguous to, or separated only by a public right-of-way from, other redevelopment project areas created under the Illinois Industrial Jobs Recovery Law (65 ILCS 5/11-74.6-1, et seq.). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the Avalon Park/South Shore R.P.A., the City may determine that it is in the best interests of the City and in furtherance of the purposes of the Eligibility Study and Redevelopment Plan that net revenues from the Avalon Park/South Shore R.P.A. 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 Avalon Park/South Shore R.P.A. to pay eligible redevelopment projects 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 Avalon Park/South Shore R.P.A. and such areas. The amount of revenue from the Avalon Park/South Shore R.P.A. so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Avalon Park/South Shore R.P.A. or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Table 3 of this Eligibility Study and Redevelopment Plan.

If necessary, the redevelopment plans for other contiguous redevelopment project areas that may be or already have been created under the Act may be drafted or amended as applicable to add appropriate and parallel language to allow for sharing of revenues between such districts.

#### Issuance Of Obligations.

To finance project costs, the City may issue bonds or obligations secured by the anticipated tax increment revenue generated within the Avalon Park/South Shore R.P.A., or such other bonds or obligations as the City may deem as appropriate pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation the City may pledge its full faith and credit through the issuance of



general obligation bonds. The City may require the utilization of guarantees, deposits, or other forms of security made available by private sector developers to secure such obligations. In addition, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

All obligations issued by the City pursuant to this Eligibility Study and Redevelopment Plan and the Act shall be retired within the time frame described under "Phasing and Scheduling of the Redevelopment" above. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One (1) or more of a series of obligations may be sold at one (1) or more times in order to implement this Eligibility Study and Redevelopment Plan. The amounts payable in any year as principal and interest on all obligations issued by the City shall not exceed the amounts available from tax increment revenues, or other sources of funds, if any, as may be provided by ordinance. Obligations may be of parity or senior/junior lien nature. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund or optional redemptions.

In addition to paying redevelopment project costs, tax increment revenues may be used for the scheduled and/or early retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves, and bond sinking funds. To the extent that real property tax increment is not required for such purposes or otherwise required, pledged, earmarked, or otherwise designated for anticipated redevelopment costs, revenues shall be declared surplus and become available for distribution annually to area taxing districts having jurisdiction over the R.P.A. in the manner provided by the Act.

#### Most Recent E.A.V. Of Properties In The R.P.A.

The purpose of identifying the most recent E.A.V. of the Avalon Park/South Shore R.P.A. 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 Avalon Park/South Shore R.P.A.. The 2000 E.A.V. of all taxable parcels in the Avalon Park/South Shore R.P.A. is approximately Twenty-two Million Six Hundred Thousand Dollars (\$22,600,000). This total E.A.V. amount by Permanent Index Number is summarized in Appendix 6. 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 R.P.A. will be calculated by Cook County. If the 2001 E.A.V. shall become available prior to the date of adoption of the Eligibility Study and Redevelopment Plan by the City Council, the City may update the Eligibility Study and Redevelopment Plan by replacing the 2000 E.A.V. with the 2001 E.A.V. without further City Council action.

#### Anticipated E.A.V.

By 2025, the E.A.V. for the Avalon Park/South Shore R.P.A. will be approximately Fifty-eight Million Four Hundred Seventy-five Thousand Dollars (\$58,475,000). This estimate is based on several key assumptions, including: (1) an inflation factor of two percent (2%) per year on the E.A.V. of all properties within the Avalon Park/South Shore R.P.A., with its cumulative impact occurring in each triennial reassessment year; (2) an equalization factor of 2.2235; and (3) a tax rate of 7.788% for the duration of the Avalon Park/South Shore R.P.A..

#### 6.

#### *Required Findings And Tests.*

#### Lack Of Growth And Private Investment.

The City is required under the Act to evaluate whether or not the R.P.A. has been subject to growth and private investment and must substantiate a finding of lack of such investment prior to establishing a tax increment financing district.

While some market-based investment has occurred in the Avalon Park/South Shore R.P.A. over the last five (5) years, this investment has been minimal in scope and not part of any coordinated development strategy. The Avalon Park/South Shore R.P.A. is located entirely within Hyde Park Township. For three (3) of the past five (5) years for which data are available, the growth of E.A.V. in the Avalon Park/South Shore R.P.A. has lagged behind that of City of Chicago. It also has lagged behind that of Hyde Park Township for four (4) of the past five (5) years. The compound annual growth rate of E.A.V. in the Avalon Park/South Shore R.P.A. was three and eighty hundredths percent (3.80%) between 1995 and 2000. This is thirty-six percent (36%) lower than the five and ninety-one hundredths percent (5.91%) growth experienced by the City of Chicago during this period and twenty-eight percent (28%) lower than the five and twenty-nine hundredths percent (5.29%) growth rate experienced by Hyde Park Township.

To further investigate a lack of growth and private investment within the Avalon Park/South Shore R.P.A., S. B. Friedman & Company examined building permit data provided by the City of Chicago Department of Buildings for the period of January, 1996 to July, 2001. These data revealed that ninety-four (94) permits totaling over Three Million Dollars (\$3,000,000) were issued within the Avalon Park/South Shore R.P.A. during this period. Approximately eighteen (18) of these permits were for building demolition and four (4) were for Code Compliance. The remaining seventy-two (72) permits (roughly Two Million Nine Hundred Thousand Dollars (\$2,900,000)) were for new investment. This includes eleven (11) permits

for new construction and sixty-one (61) permits for rehabilitation, mechanical upgrades, or minor repairs not in response to code violations. This represents roughly Five Hundred Eighty Thousand Dollars (\$580,000) per year, or approximately zero and eighty-two hundredths percent (0.82%) of the total market value of all property within the T.I.F. district. At this rate, it would take a substantial amount of time to replace all of the existing value in the R.P.A.

Finding: The Redevelopment Project Area (Avalon Park/South Shore R.P.A.) on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Eligibility Study and Redevelopment Plan.

But For . . . .

The City is required to find that, but for the designation of the T.I.F. district and the use of tax increment financing, it is unlikely that significant investment will occur in the Avalon Park/South Shore R.P.A.

Without the support of public resources, the redevelopment objectives of the Avalon Park/South Shore R.P.A. would most likely not be realized. The scope of area-wide improvements and development assistance resources needed to rehabilitate the Avalon Park/South Shore R.P.A. as a viable mixed-use district are expensive, and the private market, on its own, is not likely to absorb all these costs. Resources to assist with site assembly and preparation, public infrastructure improvements, and private property rehabilitation are needed to leverage private investment and facilitate area-wide redevelopment consistent with the Eligibility Study and Redevelopment Plan. T.I.F. funds will be used to fund land assembly, site preparation, infrastructure improvements, and building rehabilitation. Accordingly, but for creation of the Avalon Park/South Shore R.P.A., these projects, which would contribute substantially to area-wide redevelopment, are unlikely to occur without T.I.F. designation for the Avalon Park/South Shore R.P.A.

Finding: But for the adoption of this Eligibility Study and Redevelopment Plan, critical resources will be lacking that would otherwise support the redevelopment of the Avalon Park/South Shore R.P.A. and the Avalon Park/South Shore R.P.A. would not reasonably be anticipated to be developed.

Conformance To The Plans Of The City.

The Avalon Park/South Shore R.P.A. and Eligibility Study and Redevelopment Plan must conform to the comprehensive plan for the City, conform to the strategic economic development plans, or include land uses that have been approved by the Chicago Plan Commission.

The proposed land uses described in this Eligibility Study and Redevelopment Plan will be approved by the Chicago Plan Commission prior to its adoption by the City Council.

#### Dates Of Completion.

The dates of completion of the project and retirement of obligations are described under "Phasing and Scheduling of the Redevelopment" in Section 5.

#### Financial Impact Of The Redevelopment Project.

As explained above, without the adoption of this Eligibility Study and Redevelopment Plan and tax increment financing, the Avalon Park/South Shore R.P.A. is not expected to be redeveloped by private enterprise. Additionally, there is a genuine threat that blighting conditions will continue to exist and spread, and that the entire area will become a less attractive place to maintain and improve existing buildings and sites. The lagging growth of property values also may lead to a decline of property values in surrounding areas and could lead to a reduction of real estate tax revenue to all taxing districts.

This document describes the comprehensive redevelopment program proposed to be undertaken by the City to create an environment in which private investment can reasonably occur. The redevelopment program will be staged gradually over the life of the Avalon Park/South Shore R.P.A.. If a redevelopment project is successful, various new projects will be undertaken that will assist in alleviating blighting conditions, creating new jobs, and promoting rehabilitation and development in the Avalon Park/South Shore R.P.A.

This Eligibility Study and Redevelopment Plan is expected to have short- and long-term financial impacts on the affected taxing districts. During the period when tax increment financing is utilized, real estate tax increment revenues from the increases in E.A.V. over and above the certified initial E.A.V. (established at the time of adoption of this document by the City) may be used to pay eligible redevelopment project costs for the Avalon Park/South Shore R.P.A.. At the time when the Avalon Park/South Shore R.P.A. is no longer in place under the Act, the real estate tax revenues resulting from the redevelopment of the Avalon Park/South Shore R.P.A. will be distributed to all taxing districts levying taxes against property located in the Avalon Park/South Shore R.P.A.. These revenues will then be available for use by the affected taxing districts.

### Demand On Taxing District Services And Program To Address Financial And Service Impact

The Act requires an assessment of any financial impact of the R.P.A. on, or any increased demand for service from, any taxing district affected by the redevelopment plan, and a description of any program to address such financial impacts or increased demand.

The City intends to monitor development in the areas 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 major taxing districts presently levy taxes on properties located within the Avalon Park/South Shore R.P.A. and maintain the listed facilities within the boundaries of the R.P.A., or within close proximity (three (3) to five (5) blocks) to the R.P.A. boundaries:

- = those facilities located within the boundaries of the R.P.A.
- = those facilities located within close proximity (but outside the boundaries) of the R.P.A.

#### City Of Chicago.

- Chicago Fire Department-Engine Company 22 (7082 South Chicago Avenue)
- Atlas Senior Center (1767 East 79<sup>th</sup> Street)
- South East Branch Library (1934 East 79<sup>th</sup> Street)

#### Chicago Board Of Education.

- Avalon Park Elementary School (8045 South Kenwood Avenue)
- Bouchet Elementary School (7355 South Jeffery Avenue)
- Bouchet Branch Elementary School (7041 South Chappel Avenue)
- Bradwell Elementary School (7736 South Burnham Avenue)
- Las Casas OCC High School (8401 South Saginaw Avenue)

- Mann Elementary School (8050 South Chappel Avenue)
- Ninos Heroes Elementary School (8344 South Commercial Avenue)
- Powell Elementary School (7530 South South Shore Drive)
- South Shore Academy High School (7529 South Constance Avenue)
- Sullivan Elementary School (8255 South Houston Avenue)

Chicago School Finance Authority.

Chicago Park District.

- Eckersall Playground Park (2400 East 82<sup>nd</sup> Street)
- Rainbow Park and Beach (3111 East 77<sup>th</sup> Street)
- Redbud Park (8215 South Euclid Avenue)
- Rosenblum Park (2000 East 75<sup>th</sup> Street)
- Russell Square Park (3045 East 83<sup>rd</sup> Street)

Chicago Community College District 508.

Metropolitan Water Reclamation District Of Greater Chicago.

County Of Cook.

Cook County Forest Preserve District.

Map 8 illustrates the locations of facilities operated by the above listed taxing districts within or in close proximity to the Avalon Park/South Shore R.P.A.

Redevelopment activity may cause increased demand for services from one (1) or more of the above listed taxing districts. The anticipated nature of increased demands for services on these taxing districts and the proposed activities to address increased demand are described below.

City Of Chicago. The City is responsible for a wide range of municipal services, including: police and fire protection; capital improvements and maintenance; water supply and distribution; sanitation service; and building,

housing and zoning codes.

Replacement of vacant and under-utilized buildings and sites with active and more intensive uses may result in additional demands on services and facilities provided by the districts. In addition to the Atlas Senior Center and South East Branch Library facilities operated by the City within the Avalon Park/South Shore R.P.A., there also are public facilities in close proximity to the area. Additional costs to the City for police, fire, library circulation, and recycling and sanitation services arising from residential and non-residential development may occur. However, it is expected that any increase in demand for the City services and programs associated with the Avalon Park/South Shore R.P.A. can be handled adequately by City police, fire protection, library, sanitary collection and recycling services, and programs maintained and operated by the City. The impact of the Avalon Park/South Shore R.P.A. will not require expansion of services in this area.

Chicago Board Of Education And Associated Agencies. General responsibilities of the Board of Education include the provision, maintenance and operation of educational facilities and the provision of education services for kindergarten through twelfth (12<sup>th</sup>) grade.

It is likely that some families who purchase housing or rent new apartments in the Avalon Park/South Shore R.P.A. will send their children to public schools, putting increased demand on area school districts. However, it is unlikely that the scope of any new residential construction would exhaust existing capacity. Many of the new home owners or renters may come from the immediate neighborhood or may send their children to private schools, which would not impact the public school system. Existing capacity was verified through data provided from the Department of Operations at the Chicago Public Schools (C.P.S.). According to information provided by C.P.S., elementary schools reach full capacity at eighty percent (80%) of their design capacity and high schools reach full capacity at one hundred percent (100%) of their design capacity. These data reveal that existing enrollment of the elementary schools that serve the area immediately surrounding and including the Avalon Park/South Shore R.P.A. for which capacity data was available collectively operate at approximately eighty percent (80%) of capacity. The two (2) high schools which serve the area collectively operate at approximately sixty percent (60%) of capacity. Given that the main goals of the Avalon Park/South Shore R.P.A. are to improve and enhance mixed-use development within the area, it is unlikely that existing capacity will be exceeded as a result of T.I.F. supported activities. Additionally, increased costs to the local schools resulting from children residing in T.I.F.-assisted housing units will trigger those provisions within the Act that provide for reimbursement to the affected school district(s) where eligible. The City intends to monitor development in the Avalon Park/South Shore R.P.A. and, with the cooperation of the Board of Education, will attempt to ensure that any increased demands for the services and capital improvements provided by the

Board of Education are addressed in connection with each new residential project.

Chicago Park District. The Chicago 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.

It is expected that the households that may be added to the Avalon Park/South Shore R.P.A. may generate additional demand for recreational services and programs and may create the need for additional open spaces and recreational facilities operated by the Chicago Park District. The City intends to monitor development in the Avalon Park/South Shore R.P.A. and, with the cooperation of the Chicago Park District, will attempt to ensure that any increased demands for the services and capital improvements that may be provided by the Chicago Park District are addressed in connection with any particular residential development.

Community College District 508. This 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.

It is expected that any increase in demand for services from Community College District 508 can be handled adequately by the district's existing service capacity, programs and facilities. Therefore, at this time no special programs are proposed for this taxing district. Should demand increase, the City will work with the affected district to determine what, if any, program is necessary to provide adequate services.

Metropolitan Water Reclamation District. This district provides the main trunk lines for the collection of waste water from Cities, Villages and Towns, and for the treatment and disposal thereof.

It is expected that any increase in demand for treatment of sanitary and storm sewage associated with the Avalon Park/South Shore R.P.A. can be handled adequately by existing treatment facilities maintained and operated by the Metropolitan Water Reclamation District of Greater Chicago. Therefore, no special program is proposed for the Metropolitan Water Reclamation District of Greater Chicago.

County Of Cook. The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

It is expected that any increase in demand for Cook County services can be handled adequately by existing services and programs maintained and operated



by the County. Therefore, at this time, no special programs are proposed for these taxing districts. Should demand increase, the City will work with the affected taxing districts to determine what, if any, program is necessary to provide adequate services.

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. It is expected that any increase in demand for Forest Preserve services can be handled adequately by existing facilities and programs maintained and operated by the District. No special programs are proposed for the Forest Preserve.

Given the preliminary nature of the Eligibility Study and Redevelopment Plan, specific fiscal impacts on the taxing districts and increases in demand for services provided by those districts cannot accurately be assessed within the scope of this plan.

7.

*Provisions For Amending Action Plan.*

This Eligibility Study and Redevelopment Plan and Project document may be amended pursuant to the provisions of the Act.

8.

*Commitment To Fair Employment Practices  
And Affirmative Action Plan.*

The City is committed to and will affirmatively implement the following principles with respect to this Eligibility Study and Redevelopment Plan. However, the City may implement programs aimed at assisting small businesses and homeowners which may not be subject to these requirements.

- A. The assurance of equal opportunity in all personnel and employment actions with respect to this Eligibility Study and Redevelopment Plan and project, including, but not limited to, hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, et cetera, without regard to race, color, religion, sex, age,

disability, national origin, sexual orientation, ancestry, marital status, parental status, military discharge status, source of income or housing status.

- B. Redevelopers must meet the City standards for participation of twenty-five percent (25%) Minority Business Enterprise and five percent (5%) Women Business Enterprise businesses as required in redevelopment agreements.
- C. The commitment to affirmative action and non-discrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.
- D. Redevelopers must meet the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.
- E. Redevelopers will meet City standards for any applicable prevailing wage rate ascertained by the Illinois Department of Labor to all project employees.

[Appendix 1 referred to in this Avalon Park/South Shore Tax Increment Financing Redevelopment Area Project and Plan constitutes Exhibit "C" to the ordinance and is printed on pages 91008 through 91016 of this *Journal*.]

[Map 2 referred to in this Avalon Park/South Shore Tax Increment Financing Redevelopment Area Project and Plan constitutes Exhibit "E" to the ordinance and is printed on page 91017 of this *Journal*.]

[Appendices 2, 3, 4, 5 and 6 referred to in this Avalon Park/South Shore Tax Increment Financing Redevelopment Area Project and Plan printed on pages 90974 through 90990 of this *Journal*.]

[Maps 1, 3, 4a, 4b, 4c, 4d, 4e, 5, 6, 7 and 8 referred to in this Avalon Park/South Shore Tax Increment Financing Redevelopment Area Project and Plan printed on pages 90991 through 91001 of this *Journal*.]

*Block-By-Block Distribution Of Eligibility Factors.*  
(Page 1 of 2)

**Appendix 2: Block-by-Block Distribution of Eligibility Factors**

(1) xx signifies those factors present to a major extent.  
 (2) x signifies those supporting factors present to minor extent  
 (3) Gray shaded columns indicate that these factors are not present within the proposed RPA to either a minor or major extent.

| Number of Blocks | Age | Dilapidation | Obsolescence | Deterioration | Illegal Use | Below Minimum Code | Abandonment | Excessive Vacancies | Overcrowding | Lack of Vent., Light, or Security Facilities | Inadequate Utilities | Land Coverage | Detention Land Use or Planning | Lack of Growth in City |
|------------------|-----|--------------|--------------|---------------|-------------|--------------------|-------------|---------------------|--------------|----------------------------------------------|----------------------|---------------|--------------------------------|------------------------|
| 1                | 20  | xx           | x            |               |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 2                | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 3                | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 4                | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 5                | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 6                | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 7                | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 8                | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 9                | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 10               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 11               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 12               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 13               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 14               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 15               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 16               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 17               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 18               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 19               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 20               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 21               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 22               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 23               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 24               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 25               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 26               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 27               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 28               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 29               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 30               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 31               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 32               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 33               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 34               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 35               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 36               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 37               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 38               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 39               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 40               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 41               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 42               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 43               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 44               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 45               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 46               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 47               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 48               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 49               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 50               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 51               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 52               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 53               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 54               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 55               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 56               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 57               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 58               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 59               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 60               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 61               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 62               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 63               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 64               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 65               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 66               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 67               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 68               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 69               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 70               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 71               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 72               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 73               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 74               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 75               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 76               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 77               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 78               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 79               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 80               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 81               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 82               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 83               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 84               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 85               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 86               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 87               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 88               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 89               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 90               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 91               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 92               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 93               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 94               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 95               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 96               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 97               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 98               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 99               | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |
| 100              | 20  | xx           | xx           | xx            |             | xx                 |             | xx                  |              |                                              | xx                   |               |                                | xx                     |

*Appendix 2.*  
(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Block-By-Block Distribution Of Eligibility Factors.*  
(Page 2 of 2)

| Number of Blocks  | Age | Dilution | Obsolescence | Deterioration | Illegal Use | Below Minimum Code | Abandonment | Excessive Vacancies | Overcrowding | Lack of Vent, Light or Sanitary Facilities | Inadequate Utilities | Land Coverage | Defective Land Use or Layout | Lack of Community Planning | Lack of Growth in EAV* |
|-------------------|-----|----------|--------------|---------------|-------------|--------------------|-------------|---------------------|--------------|--------------------------------------------|----------------------|---------------|------------------------------|----------------------------|------------------------|
| 43                | 21  | 30       | 417          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 44                | 21  | 31       | 100          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 45                | 21  | 31       | 101          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 46                | 21  | 31       | 102          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 47                | 21  | 31       | 103          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 48                | 21  | 31       | 104          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 49                | 21  | 31       | 105          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 50                | 21  | 31       | 106          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 51                | 21  | 31       | 107          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 52                | 21  | 31       | 200          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 53                | 21  | 31       | 201          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 54                | 21  | 31       | 202          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 55                | 21  | 31       | 203          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 56                | 21  | 31       | 204          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 57                | 21  | 31       | 206          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 58                | 21  | 31       | 207          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| 59                | 00  | 00       | 500          | xx            | xx          | xx                 | xx          | xx                  | xx           | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| Total Blocks      | 53  | 90%      | 24           | 44            | 47          | 29                 | 49%         | 59                  | 100%         | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |
| % of Total Blocks | 41% | 75%      | 41%          | 80%           | 47%         | 49%                | 49%         | 59%                 | 100%         | xx                                         | xx                   | xx            | xx                           | xx                         | xx                     |

(1) xx signifies those factors present to a major extent

(2) x signifies those supporting factors present to minor extent

(3) Gray shaded columns indicate that these factors are not present within the proposed RPA to either a minor or major extent.

\* EAV growth was calculated on an aggregate basis for the RPA as a whole. The area qualified for the Lack of Growth in EAV factor in three out of the last five years.

*Appendix 3.*

(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Parcels Targeted For Acquisition By The City Of  
Chicago By Permanent Index Number.  
(Page 1 of 2)*

| No. | PIN                        | Property Address  |
|-----|----------------------------|-------------------|
| 1   | 20 - 25 - 326 - 033 - 0000 | 1706 E 79TH ST    |
| 2   | 20 - 25 - 327 - 032 - 0000 | 1738 E 79TH ST    |
| 3   | 20 - 25 - 327 - 033 - 0000 | 1740 E 79TH ST    |
| 4   | 20 - 25 - 327 - 034 - 0000 | 1744 E 79TH ST    |
| 5   | 20 - 25 - 327 - 035 - 0000 | 1746 E 79TH ST    |
| 6   | 20 - 25 - 327 - 036 - 0000 | 1748 E 79TH ST    |
| 7   | 20 - 25 - 328 - 041 - 0000 | 1800-06 E 79TH ST |
| 8   | 20 - 25 - 420 - 089 - 0000 | 2200 E 79TH ST    |
| 9   | 20 - 25 - 427 - 038 - 0000 | 2134-48 E 79TH ST |
| 10  | 20 - 36 - 101 - 009 - 0000 | 1721 E 79TH ST    |
| 11  | 20 - 36 - 206 - 002 - 0000 | 2311 E 79TH ST    |
| 12  | 20 - 36 - 206 - 003 - 0000 | 2315 E 79TH ST    |
| 13  | 20 - 36 - 206 - 004 - 0000 | 2317 E 79TH ST    |
| 14  | 20 - 36 - 206 - 005 - 0000 | 2319 E 79TH ST    |
| 15  | 20 - 36 - 206 - 006 - 0000 | 2325 E 79TH ST    |
| 16  | 21 - 30 - 327 - 022 - 0000 | 2510 E 79TH ST    |
| 17  | 21 - 30 - 327 - 023 - 0000 | 2516-18 E 79TH ST |
| 18  | 21 - 30 - 329 - 022 - 0000 | 2600-10 E 79TH ST |
| 19  | 21 - 30 - 329 - 023 - 0000 | 2612 E 79TH ST    |
| 20  | 21 - 30 - 329 - 024 - 0000 | 2614 E 79TH ST    |
| 21  | 21 - 30 - 407 - 034 - 0000 | 2826 E 79TH ST    |
| 22  | 21 - 30 - 408 - 032 - 0000 | 2856 E 79TH ST    |
| 23  | 21 - 30 - 408 - 034 - 0000 | 2864 E 79TH ST    |
| 24  | 21 - 30 - 408 - 035 - 0000 | 2866 E 79TH ST    |
| 25  | 21 - 30 - 408 - 037 - 0000 | 2858 E 79TH ST    |
| 26  | 21 - 30 - 408 - 038 - 0000 | 2860 E 79TH ST    |
| 27  | 21 - 30 - 409 - 008 - 0000 | 2908-18 E 79TH ST |
| 28  | 21 - 30 - 409 - 009 - 0000 | 2908-18 E 79TH ST |
| 29  | 21 - 30 - 417 - 024 - 0000 | 3068 E 79TH ST    |
| 30  | 21 - 30 - 417 - 025 - 0000 | 3070-72 E 79TH ST |
| 31  | 21 - 31 - 102 - 002 - 0000 | 2507 E 79TH ST    |
| 32  | 21 - 31 - 102 - 034 - 0000 | 2501 E 79TH ST    |
| 33  | 21 - 31 - 200 - 004 - 0000 | 2809 E 79TH ST    |
| 34  | 21 - 31 - 201 - 002 - 0000 | 2853 E 79TH ST    |
| 35  | 21 - 31 - 201 - 031 - 0000 | 2861-63 E 79TH ST |
| 36  | 21 - 31 - 201 - 032 - 0000 | 7900 S ESCANABA   |
| 37  | 21 - 31 - 202 - 003 - 0000 | 2909 E 79TH ST    |

*Appendix 3.*

(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Parcels Targeted For Acquisition By The City Of  
Chicago By Permanent Index Number.*

(Page 2 of 2)

| <b>No.</b> | <b>PIN</b>                 | <b>Property Address</b> |
|------------|----------------------------|-------------------------|
| 38         | 21 - 31 - 202 - 004 - 0000 | 2911 E 79TH ST          |
| 39         | 21 - 31 - 202 - 024 - 0000 | 7912 S EXCHANGE         |
| 40         | 21 - 31 - 202 - 025 - 0000 | 7916 S EXCHANGE         |
| 41         | 21 - 31 - 202 - 031 - 0000 | 7930 S EXCHANGE         |
| 42         | 21 - 31 - 202 - 032 - 0000 | 7932 S EXCHANGE         |
| 43         | 21 - 31 - 202 - 033 - 0000 | 7936 S EXCHANGE         |
| 44         | 21 - 31 - 202 - 034 - 0000 | 7938 S EXCHANGE         |
| 45         | 21 - 31 - 202 - 035 - 0000 | 7940 S EXCHANGE         |
| 46         | 21 - 31 - 202 - 041 - 0000 | 2913 E 79TH ST          |
| 47         | 21 - 31 - 202 - 042 - 0000 | 7900 S EXCHANGE         |
| 48         | 21 - 31 - 202 - 044 - 0000 | 7918 S EXCHANGE         |
| 49         | 21 - 31 - 202 - 045 - 0000 | 7920 S EXCHANGE         |
| 50         | 21 - 31 - 202 - 046 - 0000 | 7926 S EXCHANGE         |
| 51         | 21 - 31 - 203 - 003 - 0000 | 7909 S EXCHANGE         |
| 52         | 21 - 31 - 203 - 004 - 0000 | 7911 S EXCHANGE         |
| 53         | 21 - 31 - 203 - 005 - 0000 | 7917 S EXCHANGE         |
| 54         | 21 - 31 - 203 - 006 - 0000 | 7919 S EXCHANGE         |
| 55         | 21 - 31 - 203 - 007 - 0000 | 7921 S EXCHANGE         |
| 56         | 21 - 31 - 203 - 008 - 0000 | 7923 S EXCHANGE         |
| 57         | 21 - 31 - 203 - 009 - 0000 | 7925 S EXCHANGE         |
| 58         | 21 - 31 - 203 - 010 - 0000 | 7925 S EXCHANGE         |
| 59         | 21 - 31 - 203 - 011 - 0000 | 7931 S EXCHANGE         |
| 60         | 21 - 31 - 203 - 020 - 0000 | 2955 E 79TH ST          |
| 61         | 21 - 31 - 203 - 023 - 0000 | 7915 S EXCHANGE         |
| 62         | 21 - 31 - 204 - 017 - 0000 | 3043 E 79TH ST          |
| 63         | 21 - 31 - 204 - 018 - 0000 | 3045 E 79TH ST          |
| 64         | 21 - 31 - 204 - 019 - 0000 | 3049 E 79TH ST          |
| 65         | 21 - 31 - 204 - 020 - 0000 | 3051 E 79TH ST          |

*Appendix 4.*

(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Parcels With Occupied Housing Units  
That May Be Removed.*

| No.    | PIN                        | Total Inhabited<br>Housing Units |
|--------|----------------------------|----------------------------------|
| 1      | 20 - 36 - 101 - 009 - 0000 | 16                               |
| 2      | 21 - 30 - 329 - 022 - 0000 | 14                               |
| 3      | 21 - 30 - 329 - 024 - 0000 | 1                                |
| 4      | 21 - 30 - 402 - 001 - 0000 | 6                                |
| 5      | 21 - 30 - 408 - 032 - 0000 | 1                                |
| 6      | 21 - 30 - 417 - 024 - 0000 | 2                                |
| 7      | 21 - 30 - 417 - 025 - 0000 | 4                                |
| 8      | 21 - 31 - 202 - 025 - 0000 | 2                                |
| 9      | 21 - 31 - 204 - 017 - 0000 | 1                                |
| 10     | 21 - 31 - 204 - 018 - 0000 | 1                                |
| 11     | 21 - 31 - 204 - 019 - 0000 | 1                                |
| 12     | 21 - 31 - 204 - 020 - 0000 | 1                                |
| Total: |                            | 50                               |

*Appendix 5.*  
(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Sample Of Apartment Listings*  
(Month Of December, 2001).  
(Page 1 of 2)

| Listed Apartments By Unit Type and Rent |          |       |                      |                    |                |           |            |                           |
|-----------------------------------------|----------|-------|----------------------|--------------------|----------------|-----------|------------|---------------------------|
| Location                                | Bedrooms | Rent  | Rent Inc. Utilities* | Section 8 Accepted | Community Area | Source    | Date       | Affordable To Households  |
| 1 1215-19 E. 72nd                       | Studio   | \$550 | \$581                | Yes                | South Shore    | Sun Times | 12/30/2001 | Very Low Income or higher |
| 2 2207 E. 75th St.                      | Studio   | \$425 | \$498                | Not Specified      | South Shore    | Sun Times | 12/23/2001 | Very Low Income or higher |
| 3 6950 S. Jeffery                       | Studio   | \$425 | \$456                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 4 71st & East End                       | Studio   | \$550 | \$581                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 5 7447 South Shore Dr.                  | Studio   | \$510 | \$541                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 6 7546 S. Coles                         | Studio   | \$375 | \$448                | Not Specified      | South Shore    | Sun Times | 12/30/2001 | Very Low Income or higher |
| 7 75th & Jeffery                        | Studio   | \$395 | \$426                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 8 7600 S. Kingston                      | Studio   | \$360 | \$433                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 9 7733 South Shore Dr.                  | Studio   | \$500 | \$573                | Not Specified      | South Shore    | Sun Times | 12/23/2001 | Very Low Income or higher |
| 10 South Shore                          | Studio   | \$540 | \$571                | Not Specified      | South Shore    | Tribune   | 12/09/2001 | Very Low Income or higher |
| 11 South Shore                          | Studio   | \$425 | \$498                | Yes                | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 12 South Shore                          | Studio   | \$500 | \$531                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 13 6849-75 S. Crandon                   | Studio   | \$366 | \$397                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 14 1215-19 E. 72nd                      | 1        | \$610 | \$687                | Yes                | South Shore    | Sun Times | 12/30/2001 | Low Income or higher      |
| 15 2207 E. 75th St.                     | 1        | \$525 | \$614                | Not Specified      | South Shore    | Sun Times | 12/23/2001 | Very Low Income or higher |
| 16 6736 S. East End                     | 1        | \$600 | \$689                | Yes                | South Shore    | Sun Times | 12/09/2001 | Low Income or higher      |
| 17 67th and Langley                     | 1        | \$700 | \$789                | Not Specified      | South Shore    | Sun Times | 12/30/2001 | Low Income or higher      |
| 18 6850-58 S. Oglesby                   | 1        | \$750 | \$787                | Not Specified      | South Shore    | Tribune   | 12/16/2001 | Low Income or higher      |
| 19 6950 S. Jeffery                      | 1        | \$630 | \$667                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Low Income or higher      |
| 20 7001 S. Merrill                      | 1        | \$475 | \$564                | Not Specified      | South Shore    | Sun Times | 12/23/2001 | Very Low Income or higher |
| 21 7039 S. Chappel                      | 1        | \$630 | \$719                | Not Specified      | South Shore    | Tribune   | 12/30/2001 | Low Income or higher      |
| 22 7051 S. Bennett                      | 1        | \$595 | \$684                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Low Income or higher      |
| 23 7155 S. East End                     | 1        | \$525 | \$614                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 24 7220 South Shore Dr.                 | 1        | \$565 | \$654                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 25 72nd and Coles                       | 1        | \$575 | \$664                | Not Specified      | South Shore    | Sun Times | 12/30/2001 | Low Income or higher      |
| 26 7447 South Shore Dr.                 | 1        | \$610 | \$647                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 27 7465 South Shore Dr.                 | 1        | \$600 | \$637                | Not Specified      | South Shore    | Sun Times | 12/23/2001 | Very Low Income or higher |
| 28 74th & East End                      | 1        | \$525 | \$614                | Yes                | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 29 7546 S. Coles                        | 1        | \$550 | \$639                | Not Specified      | South Shore    | Sun Times | 12/30/2001 | Very Low Income or higher |
| 30 7600 S. Kingston                     | 1        | \$490 | \$579                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 31 7654 S. Marquette                    | 1        | \$550 | \$639                | Not Specified      | South Shore    | Sun Times | 12/30/2001 | Very Low Income or higher |
| 32 76th & Kingston                      | 1        | \$525 | \$614                | Not Specified      | South Shore    | Sun Times | 12/30/2001 | Very Low Income or higher |
| 33 7708-18 South Shore Dr.              | 1        | \$600 | \$689                | Not Specified      | South Shore    | Sun Times | 12/23/2001 | Low Income or higher      |
| 34 7708-18 South Shore Dr.              | 1        | \$650 | \$739                | Not Specified      | South Shore    | Sun Times | 12/23/2001 | Low Income or higher      |
| 35 7742 S. Shore Dr.                    | 1        | \$515 | \$604                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 36 77th & Colfax                        | 1        | \$550 | \$639                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 37 7800 South Shore Dr.                 | 1        | \$525 | \$614                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 38 78th & Cregier                       | 1        | \$600 | \$637                | Not Specified      | South Shore    | Sun Times | 12/30/2001 | Very Low Income or higher |
| 39 7922 S. Muskegon                     | 1        | \$475 | \$564                | Yes                | South Chicago  | Sun Times | 12/30/2001 | Very Low Income or higher |
| 40 7926 S. Laella                       | 1        | \$585 | \$622                | Yes                | South Chicago  | Sun Times | 12/23/2001 | Very Low Income or higher |
| 41 80th & Paxton                        | 1        | \$500 | \$589                | Not Specified      | South Chicago  | Sun Times | 12/09/2001 | Very Low Income or higher |
| 42 8100 S. Essex                        | 1        | \$460 | \$497                | Not Specified      | South Chicago  | Sun Times | 12/23/2001 | Very Low Income or higher |
| 43 8734 S. Escanaba                     | 1        | \$550 | \$587                | Not Specified      | South Chicago  | Tribune   | 12/23/2001 | Very Low Income or higher |
| 44 87th & Jeffery                       | 1        | \$400 | \$489                | Not Specified      | South Chicago  | Sun Times | 12/23/2001 | Very Low Income or higher |
| 45 South Shore                          | 1        | \$900 | \$989                | Yes                | South Shore    | Sun Times | 12/23/2001 | Low Income or higher      |
| 46 South Shore                          | 1        | \$575 | \$664                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Low Income or higher      |
| 47 South Shore                          | 1        | \$575 | \$664                | Yes                | South Shore    | Sun Times | 12/09/2001 | Low Income or higher      |
| 48 South Shore                          | 1        | \$550 | \$639                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 49 South Shore                          | 1        | \$550 | \$639                | Yes                | South Shore    | Sun Times | 12/30/2001 | Very Low Income or higher |
| 50 South Shore                          | 1        | \$500 | \$589                | Not Specified      | South Shore    | Sun Times | 12/30/2001 | Very Low Income or higher |
| 51 South Shore                          | 1        | \$600 | \$689                | Not Specified      | South Shore    | Tribune   | 12/02/2001 | Low Income or higher      |
| 52 South Shore                          | 1        | \$600 | \$689                | Yes                | South Shore    | Tribune   | 12/30/2001 | Low Income or higher      |
| 53 South Shore                          | 1        | \$450 | \$487                | Not Specified      | South Shore    | Tribune   | 12/30/2001 | Very Low Income or higher |
| 54 South Shore                          | 1        | \$600 | \$637                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 55 South Shore                          | 1        | \$495 | \$532                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 56 South Shore                          | 1        | \$550 | \$639                | Yes                | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 57 South Shore                          | 1        | \$890 | \$979                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Low Income or higher      |
| 58 South Shore                          | 1        | \$550 | \$639                | Not Specified      | South Shore    | Sun Times | 12/23/2001 | Very Low Income or higher |
| 59 South Shore                          | 1        | \$425 | \$514                | Yes                | South Shore    | Sun Times | 12/23/2001 | Very Low Income or higher |
| 60 South Shore                          | 1        | \$500 | \$589                | Not Specified      | South Shore    | Sun Times | 12/23/2001 | Very Low Income or higher |
| 61 South Shore                          | 1        | \$575 | \$664                | Not Specified      | South Shore    | Sun Times | 12/23/2001 | Low Income or higher      |
| 62 6849-75 S. Crandon                   | 1        | \$653 | \$690                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Low Income or higher      |
| 63 7763 South Shore                     | 1        | \$590 | \$627                | Not Specified      | South Shore    | Tribune   | 12/09/2001 | Very Low Income or higher |
| 64 1613 E. 74th Pl.                     | 2        | \$750 | \$854                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Low Income or higher      |
| 65 2108 E. 72nd Pl                      | 2        | \$690 | \$732                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |
| 66 2200 E. 84th                         | 2        | \$725 | \$829                | Not Specified      | South Chicago  | Sun Times | 12/30/2001 | Low Income or higher      |
| 67 2408 E. 77th                         | 2        | \$725 | \$767                | Not Specified      | South Shore    | Sun Times | 12/09/2001 | Very Low Income or higher |



*Appendix 5.*  
(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Sample Of Apartment Listings*  
(Month Of December, 2001).  
(Page 2 of 2)

| Location                  | Bedrooms | Rent    | Rent Inc.<br>Utilities* | Section 8<br>Accepted | Community<br>Area | Source    | Date       | Affordable To Households  |
|---------------------------|----------|---------|-------------------------|-----------------------|-------------------|-----------|------------|---------------------------|
| 68 6701 S. Merrill        | 2        | \$600   | \$642                   | Not Specified         | South Shore       | Sun Times | 12/30/2001 | Very Low Income or higher |
| 69 7000 S. Dorchester     | 2        | \$750   | \$792                   | Yes                   | South Shore       | Sun Times | 12/09/2001 | Very Low Income or higher |
| 70 7001 S. Merrill        | 2        | \$700   | \$804                   | Not Specified         | South Shore       | Sun Times | 12/23/2001 | Low Income or higher      |
| 71 7041-47 S. Bennett Av. | 2        | \$750   | \$854                   | Not Specified         | South Shore       | Sun Times | 12/23/2001 | Low Income or higher      |
| 72 7041-47 S. Bennett Av. | 2        | \$795   | \$899                   | Not Specified         | South Shore       | Sun Times | 12/23/2001 | Low Income or higher      |
| 73 71st & East End        | 2        | \$700   | \$742                   | Not Specified         | South Shore       | Sun Times | 12/09/2001 | Very Low Income or higher |
| 74 71st and East End      | 2        | \$650   | \$754                   | Yes                   | South Shore       | Sun Times | 12/30/2001 | Very Low Income or higher |
| 75 7234-44 S. Dorchester  | 2        | \$650   | \$692                   | Not Specified         | South Shore       | Sun Times | 12/23/2001 | Very Low Income or higher |
| 76 7447 South Shore Dr.   | 2        | \$906   | \$948                   | Not Specified         | South Shore       | Sun Times | 12/09/2001 | Low Income or higher      |
| 77 74th & Dorchester      | 2        | \$675   | \$717                   | Yes                   | South Shore       | Sun Times | 12/09/2001 | Very Low Income or higher |
| 78 76th & Jeffery         | 2        | \$350   | \$654                   | Not Specified         | South Shore       | Sun Times | 12/09/2001 | Very Low Income or higher |
| 79 76th & Kingston        | 2        | \$775   | \$879                   | Not Specified         | South Shore       | Sun Times | 12/30/2001 | Low Income or higher      |
| 80 76th & Kingston        | 2        | \$675   | \$717                   | Not Specified         | South Shore       | Sun Times | 12/09/2001 | Very Low Income or higher |
| 81 7746 South Shore Dr.   | 2        | \$625   | \$729                   | Not Specified         | South Shore       | Sun Times | 12/30/2001 | Very Low Income or higher |
| 82 77th & Colfax          | 2        | \$750   | \$854                   | Not Specified         | South Shore       | Sun Times | 12/09/2001 | Low Income or higher      |
| 83 77th & Kingston        | 2        | \$940   | \$1,044                 | Yes                   | South Shore       | Sun Times | 12/09/2001 | Low Income or higher      |
| 84 79th & Coles           | 2        | \$360   | \$602                   | Not Specified         | South Shore       | Sun Times | 12/30/2001 | Very Low Income or higher |
| 85 8022 S. Paxson         | 2        | \$695   | \$799                   | Not Specified         | South Chicago     | Sun Times | 12/23/2001 | Low Income or higher      |
| 86 8033 S. Merrill        | 2        | \$700   | \$742                   | Not Specified         | South Chicago     | Sun Times | 12/09/2001 | Very Low Income or higher |
| 87 8035 S. Houston        | 2        | \$600   | \$704                   | Not Specified         | South Chicago     | Tribune   | 12/30/2001 | Very Low Income or higher |
| 88 80th & Lake Shore Dr.  | 2        | \$600   | \$642                   | Not Specified         | South Chicago     | Sun Times | 12/23/2001 | Very Low Income or higher |
| 89 80th & Paxson          | 2        | \$720   | \$824                   | Not Specified         | South Chicago     | Sun Times | 12/09/2001 | Low Income or higher      |
| 90 8100 S. Eastex         | 2        | \$360   | \$602                   | Not Specified         | South Chicago     | Sun Times | 12/23/2001 | Very Low Income or higher |
| 91 8369 South Shore Dr.   | 2        | \$650   | \$692                   | Not Specified         | South Chicago     | Tribune   | 12/23/2001 | Very Low Income or higher |
| 92 83rd & Colfax          | 2        | \$500   | \$604                   | Not Specified         | South Chicago     | Sun Times | 12/09/2001 | Very Low Income or higher |
| 93 83rd & Yates           | 2        | \$725   | \$767                   | Not Specified         | South Chicago     | Sun Times | 12/30/2001 | Very Low Income or higher |
| 94 8427 Brandon           | 2        | \$465   | \$569                   | Not Specified         | South Chicago     | Sun Times | 12/23/2001 | Very Low Income or higher |
| 95 8449 S. Brandon        | 2        | \$665   | \$769                   | Yes                   | South Chicago     | Tribune   | 12/02/2001 | Very Low Income or higher |
| 96 84th & South Shore     | 2        | \$625   | \$667                   | Not Specified         | South Chicago     | Tribune   | 12/09/2001 | Very Low Income or higher |
| 97 85th & Buffalo         | 2        | \$425   | \$629                   | Not Specified         | South Chicago     | Tribune   | 12/16/2001 | Very Low Income or higher |
| 98 87th and Saginaw       | 2        | \$500   | \$604                   | Yes                   | South Chicago     | Sun Times | 12/30/2001 | Very Low Income or higher |
| 99 8950 S. Houston        | 2        | \$700   | \$804                   | Not Specified         | South Chicago     | Sun Times | 12/30/2001 | Low Income or higher      |
| 100 9126 S. Buffalo       | 2        | \$750   | \$792                   | Not Specified         | South Chicago     | Sun Times | 12/09/2001 | Very Low Income or higher |
| 101 South Shore           | 2        | \$775   | \$817                   | Yes                   | South Shore       | Sun Times | 12/09/2001 | Low Income or higher      |
| 102 South Shore           | 2        | \$475   | \$517                   | Yes                   | South Shore       | Sun Times | 12/09/2001 | Low Income or higher      |
| 103 South Shore           | 2        | \$675   | \$779                   | Not Specified         | South Shore       | Sun Times | 12/09/2001 | Very Low Income or higher |
| 104 South Shore           | 2        | \$750   | \$792                   | Not Specified         | South Shore       | Sun Times | 12/09/2001 | Very Low Income or higher |
| 105 South Shore           | 2        | \$725   | \$767                   | Not Specified         | South Shore       | Sun Times | 12/30/2001 | Very Low Income or higher |
| 106 South Shore           | 2        | \$600   | \$704                   | Not Specified         | South Shore       | Sun Times | 12/30/2001 | Very Low Income or higher |
| 107 South Shore           | 2        | \$750   | \$792                   | Yes                   | South Shore       | Tribune   | 12/09/2001 | Very Low Income or higher |
| 108 South Shore           | 2        | \$750   | \$854                   | Not Specified         | South Shore       | Tribune   | 12/09/2001 | Low Income or higher      |
| 109 South Shore           | 2        | \$575   | \$679                   | Yes                   | South Shore       | Sun Times | 12/23/2001 | Very Low Income or higher |
| 110 South Shore           | 2        | \$700   | \$804                   | Not Specified         | South Shore       | Sun Times | 12/23/2001 | Low Income or higher      |
| 111 1424 E. 67th Pl.      | 3        | \$450   | \$969                   | Not Specified         | South Shore       | Sun Times | 12/23/2001 | Low Income or higher      |
| 112 6850-58 S. Oglesby    | 3        | \$1,300 | \$1,346                 | Not Specified         | South Shore       | Tribune   | 12/16/2001 | Low Income or higher      |
| 113 7001 S. Merrill       | 3        | \$1,100 | \$1,219                 | Not Specified         | South Shore       | Sun Times | 12/23/2001 | Low Income or higher      |
| 114 71st & University     | 3        | \$750   | \$869                   | Not Specified         | South Shore       | Sun Times | 12/09/2001 | Very Low Income or higher |
| 115 8369 South Shore Dr.  | 3        | \$800   | \$946                   | Not Specified         | South Chicago     | Tribune   | 12/23/2001 | Very Low Income or higher |
| 116 8756 S. Baltimore     | 3        | \$695   | \$814                   | Not Specified         | South Chicago     | Sun Times | 12/30/2001 | Very Low Income or higher |
| 117 87th & Exchange       | 3        | \$800   | \$919                   | Yes                   | South Chicago     | Sun Times | 12/09/2001 | Low Income or higher      |
| 118 87th & Exchange       | 3        | \$800   | \$919                   | Not Specified         | South Chicago     | Sun Times | 12/23/2001 | Low Income or higher      |
| 119 8850 S. Escanaba      | 3        | \$1,200 | \$1,319                 | Yes                   | South Chicago     | Tribune   | 12/16/2001 | Low Income or higher      |
| 120 South Shore           | 3        | \$1,400 | \$1,519                 | Yes                   | South Shore       | Sun Times | 12/09/2001 | Moderate Income or higher |
| 121 South Shore           | 3        | \$1,100 | \$1,146                 | Yes                   | South Shore       | Sun Times | 12/30/2001 | Low Income or higher      |
| 122 South Shore           | 3        | \$950   | \$1,069                 | Yes                   | South Shore       | Sun Times | 12/30/2001 | Low Income or higher      |
| 123 South Shore           | 3        | \$750   | \$869                   | Not Specified         | South Shore       | Tribune   | 12/02/2001 | Very Low Income or higher |
| 124 South Shore           | 3        | \$700   | \$746                   | Not Specified         | South Shore       | Tribune   | 12/16/2001 | Very Low Income or higher |
| 125 South Shore           | 3        | \$650   | \$696                   | Not Specified         | South Shore       | Tribune   | 12/30/2001 | Very Low Income or higher |
| 126 South Shore           | 3        | \$650   | \$769                   | Not Specified         | South Shore       | Sun Times | 12/09/2001 | Very Low Income or higher |
| 127 South Shore           | 3        | \$950   | \$1,069                 | Yes                   | South Shore       | Sun Times | 12/09/2001 | Low Income or higher      |
| 128 South Shore           | 3        | \$650   | \$769                   | Not Specified         | South Shore       | Sun Times | 12/09/2001 | Very Low Income or higher |
| 129 South Shore           | 3        | \$1,300 | \$1,419                 | Not Specified         | South Shore       | Sun Times | 12/23/2001 | Low Income or higher      |
| 130 9023 S. Exchange      | 4        | \$1,095 | \$1,243                 | Not Specified         | South Chicago     | Sun Times | 12/23/2001 | Low Income or higher      |
| 131 South Shore           | 4        | \$1,500 | \$1,561                 | Not Specified         | South Shore       | Tribune   | 12/09/2001 | Low Income or higher      |

\*Chicago Tribune and Sun Times apartment listings generally specify which utilities, if any, are included in advertised rents. S.B. Friedman and Company has adjusted the advertised monthly rents to include payments for utilities not specifically mentioned in the listing. Our assumptions of utility costs are based on Section 8 utility allowances developed by the Chicago Housing Authority.

*Appendix 6.*

(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Summary Of 2000 Equalized Assessed Value  
By Permanent Index Number.  
(Page 1 of 10)*

| No. | PIN                | Assessed Value<br>2000 (AV) | Equalized<br>Assessed Value<br>2000 (EAV) |
|-----|--------------------|-----------------------------|-------------------------------------------|
| 1   | 20-25-326-032-0000 | \$ 10,902                   | \$ 24,241                                 |
| 2   | 20-25-326-033-0000 | \$ 54,176                   | \$ 120,460                                |
| 3   | 20-25-326-034-0000 | \$ 4,617                    | \$ 10,266                                 |
| 4   | 20-25-326-035-0000 | \$ 4,617                    | \$ 10,266                                 |
| 5   | 20-25-326-040-0000 | \$ 39,223                   | \$ 87,212                                 |
| 6   | 20-25-327-031-0000 | \$ 50,536                   | \$ 112,367                                |
| 7   | 20-25-327-032-0000 | \$ 4,824                    | \$ 10,726                                 |
| 8   | 20-25-327-033-0000 | \$ 4,181                    | \$ 9,296                                  |
| 9   | 20-25-327-034-0000 | \$ 4,181                    | \$ 9,296                                  |
| 10  | 20-25-327-035-0000 | \$ 4,181                    | \$ 9,296                                  |
| 11  | 20-25-327-036-0000 | \$ 4,181                    | \$ 9,296                                  |
| 12  | 20-25-327-037-0000 | \$ 9,457                    | \$ 21,028                                 |
| 13  | 20-25-327-038-0000 | \$ 64,170                   | \$ 142,682                                |
| 14  | 20-25-328-036-0000 | \$ 19,219                   | \$ 42,733                                 |
| 15  | 20-25-328-039-0000 | \$ 39,195                   | \$ 87,150                                 |
| 16  | 20-25-328-040-0000 | \$ 16,419                   | \$ 36,508                                 |
| 17  | 20-25-328-041-0000 | EX                          | EX                                        |
| 18  | 20-25-329-031-0000 | \$ 76,417                   | \$ 169,913                                |
| 19  | 20-25-329-032-0000 | \$ 2,343                    | \$ 5,210                                  |
| 20  | 20-25-329-033-0000 | \$ 10,696                   | \$ 23,783                                 |
| 21  | 20-25-329-034-0000 | \$ 4,686                    | \$ 10,419                                 |
| 22  | 20-25-329-035-0000 | \$ 9,449                    | \$ 21,010                                 |
| 23  | 20-25-329-036-0000 | \$ 155,686                  | \$ 346,168                                |
| 24  | 20-25-330-027-0000 | \$ 47,734                   | \$ 106,137                                |
| 25  | 20-25-330-028-0000 | \$ 49,567                   | \$ 110,212                                |
| 26  | 20-25-330-029-0000 | \$ 10,232                   | \$ 22,751                                 |
| 27  | 20-25-330-030-0000 | \$ 18,525                   | \$ 41,190                                 |
| 28  | 20-25-330-031-0000 | \$ 18,525                   | \$ 41,190                                 |
| 29  | 20-25-330-032-0000 | \$ 2,343                    | \$ 5,210                                  |
| 30  | 20-25-330-033-0000 | \$ 26,680                   | \$ 59,323                                 |
| 31  | 20-25-330-034-0000 | \$ 28,062                   | \$ 62,396                                 |
| 32  | 20-25-331-031-0000 | \$ 27,806                   | \$ 61,827                                 |
| 33  | 20-25-331-032-0000 | \$ 26,424                   | \$ 58,754                                 |
| 34  | 20-25-331-033-0000 | \$ 25,969                   | \$ 57,742                                 |
| 35  | 20-25-331-034-0000 | \$ 25,969                   | \$ 57,742                                 |
| 36  | 20-25-331-035-0000 | \$ 25,969                   | \$ 57,742                                 |
| 37  | 20-25-331-036-0000 | \$ 25,969                   | \$ 57,742                                 |
| 38  | 20-25-331-037-0000 | \$ 21,092                   | \$ 46,898                                 |
| 39  | 20-25-331-038-0000 | \$ 21,092                   | \$ 46,898                                 |
| 40  | 20-25-331-039-0000 | \$ 74,142                   | \$ 164,855                                |
| 41  | 20-25-420-066-0000 | \$ 79,692                   | \$ 177,195                                |
| 42  | 20-25-420-089-0000 | \$ 135,699                  | \$ 301,727                                |
| 43  | 20-25-424-006-0000 | EX                          | EX                                        |
| 44  | 20-25-424-013-0000 | EX                          | EX                                        |
| 45  | 20-25-424-044-0000 | EX                          | EX                                        |

*Appendix 6.*

(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Summary Of 2000 Equalized Assessed Value  
By Permanent Index Number.  
(Page 2 of 10)*

| No. | PIN                        | Assessed Value<br>2000 (AV) | Equalized<br>Assessed Value<br>2000 (EAV) |
|-----|----------------------------|-----------------------------|-------------------------------------------|
| 46  | 20 - 25 - 424 - 045 - 0000 | EX                          | EX                                        |
| 47  | 20 - 25 - 425 - 024 - 0000 | \$ 47,986                   | \$ 106,697                                |
| 48  | 20 - 25 - 425 - 025 - 0000 | \$ 18,662                   | \$ 41,495                                 |
| 49  | 20 - 25 - 425 - 028 - 0000 | \$ 21,953                   | \$ 48,812                                 |
| 50  | 20 - 25 - 425 - 029 - 0000 | \$ 11,330                   | \$ 25,192                                 |
| 51  | 20 - 25 - 425 - 036 - 0000 | \$ 41,905                   | \$ 93,176                                 |
| 52  | 20 - 25 - 425 - 037 - 0000 | \$ 20,053                   | \$ 44,588                                 |
| 53  | 20 - 25 - 426 - 030 - 0000 | \$ 32,901                   | \$ 73,155                                 |
| 54  | 20 - 25 - 426 - 031 - 0000 | \$ 5,095                    | \$ 11,329                                 |
| 55  | 20 - 25 - 426 - 032 - 0000 | \$ 38,804                   | \$ 86,281                                 |
| 56  | 20 - 25 - 426 - 033 - 0000 | \$ 13,899                   | \$ 30,904                                 |
| 57  | 20 - 25 - 426 - 034 - 0000 | \$ 13,899                   | \$ 30,904                                 |
| 58  | 20 - 25 - 426 - 039 - 0000 | \$ 6,382                    | \$ 14,190                                 |
| 59  | 20 - 25 - 426 - 040 - 0000 | \$ 6,395                    | \$ 14,219                                 |
| 60  | 20 - 25 - 426 - 041 - 0000 | \$ 6,333                    | \$ 14,081                                 |
| 61  | 20 - 25 - 426 - 042 - 0000 | \$ 6,333                    | \$ 14,081                                 |
| 62  | 20 - 25 - 426 - 043 - 0000 | \$ 6,333                    | \$ 14,081                                 |
| 63  | 20 - 25 - 426 - 044 - 0000 | \$ 6,409                    | \$ 14,250                                 |
| 64  | 20 - 25 - 426 - 045 - 0000 | \$ 6,443                    | \$ 14,326                                 |
| 65  | 20 - 25 - 426 - 046 - 0000 | \$ 6,395                    | \$ 14,219                                 |
| 66  | 20 - 25 - 426 - 047 - 0000 | \$ 6,395                    | \$ 14,219                                 |
| 67  | 20 - 25 - 426 - 048 - 0000 | \$ 6,395                    | \$ 14,219                                 |
| 68  | 20 - 25 - 426 - 049 - 0000 | \$ 6,395                    | \$ 14,219                                 |
| 69  | 20 - 25 - 426 - 050 - 0000 | \$ 6,409                    | \$ 14,250                                 |
| 70  | 20 - 25 - 427 - 035 - 0000 | \$ 23,433                   | \$ 52,103                                 |
| 71  | 20 - 25 - 427 - 036 - 0000 | \$ 22,780                   | \$ 50,651                                 |
| 72  | 20 - 25 - 427 - 037 - 0000 | \$ 35,047                   | \$ 77,927                                 |
| 73  | 20 - 25 - 427 - 038 - 0000 | \$ 16,919                   | \$ 37,619                                 |
| 74  | 20 - 25 - 428 - 027 - 0000 | EX                          | EX                                        |
| 75  | 20 - 25 - 428 - 028 - 0000 | EX                          | EX                                        |
| 76  | 20 - 25 - 428 - 029 - 0000 | EX                          | EX                                        |
| 77  | 20 - 25 - 428 - 036 - 0000 | EX                          | EX                                        |
| 78  | 20 - 25 - 428 - 039 - 0000 | \$ 8,014                    | \$ 17,819                                 |
| 79  | 20 - 25 - 429 - 031 - 0000 | \$ 20,861                   | \$ 46,384                                 |
| 80  | 20 - 25 - 429 - 032 - 0000 | \$ 35,136                   | \$ 78,125                                 |
| 81  | 20 - 25 - 429 - 033 - 0000 | \$ 68,614                   | \$ 152,563                                |
| 82  | 20 - 25 - 429 - 035 - 0000 | \$ 11,253                   | \$ 25,021                                 |
| 83  | 20 - 25 - 430 - 029 - 0000 | \$ 149,881                  | \$ 333,260                                |
| 84  | 20 - 25 - 430 - 040 - 0000 | \$ 2,009                    | \$ 4,467                                  |
| 85  | 20 - 36 - 101 - 001 - 0000 | \$ 5,518                    | \$ 12,269                                 |
| 86  | 20 - 36 - 101 - 002 - 0000 | \$ 4,969                    | \$ 11,049                                 |
| 87  | 20 - 36 - 101 - 003 - 0000 | \$ 3,859                    | \$ 8,580                                  |
| 88  | 20 - 36 - 101 - 004 - 0000 | \$ 4,969                    | \$ 11,049                                 |
| 89  | 20 - 36 - 101 - 005 - 0000 | \$ 5,518                    | \$ 12,269                                 |
| 90  | 20 - 36 - 101 - 006 - 0000 | \$ 13,812                   | \$ 30,711                                 |
| 91  | 20 - 36 - 101 - 007 - 0000 | \$ 14,780                   | \$ 32,863                                 |
| 92  | 20 - 36 - 101 - 008 - 0000 | \$ 2,750                    | \$ 6,115                                  |

*Appendix 6.*

(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Summary Of 2000 Equalized Assessed Value  
By Permanent Index Number.  
(Page 3 of 10)*

| No. | PIN                        | Assessed Value<br>2000 (AV) | Equalized<br>Assessed Value<br>2000 (EAV) |
|-----|----------------------------|-----------------------------|-------------------------------------------|
| 93  | 20 - 36 - 101 - 009 - 0000 | \$ 95,422                   | \$ 212,171                                |
| 94  | 20 - 36 - 101 - 010 - 0000 | \$ 8,272                    | \$ 18,393                                 |
| 95  | 20 - 36 - 101 - 011 - 0000 | \$ 7,261                    | \$ 16,145                                 |
| 96  | 20 - 36 - 101 - 012 - 0000 | \$ 7,838                    | \$ 17,428                                 |
| 97  | 20 - 36 - 101 - 013 - 0000 | \$ 9,344                    | \$ 20,776                                 |
| 98  | 20 - 36 - 101 - 014 - 0000 | \$ 9,193                    | \$ 20,441                                 |
| 99  | 20 - 36 - 101 - 015 - 0000 | \$ 9,091                    | \$ 20,214                                 |
| 100 | 20 - 36 - 101 - 016 - 0000 | \$ 6,982                    | \$ 15,524                                 |
| 101 | 20 - 36 - 101 - 017 - 0000 | \$ 8,869                    | \$ 19,720                                 |
| 102 | 20 - 36 - 101 - 018 - 0000 | \$ 9,193                    | \$ 20,441                                 |
| 103 | 20 - 36 - 101 - 019 - 0000 | \$ 8,917                    | \$ 19,827                                 |
| 104 | 20 - 36 - 101 - 020 - 0000 | \$ 9,303                    | \$ 20,685                                 |
| 105 | 20 - 36 - 101 - 021 - 0000 | \$ 2,128                    | \$ 4,732                                  |
| 106 | 20 - 36 - 101 - 022 - 0000 | \$ 8,707                    | \$ 19,360                                 |
| 107 | 20 - 36 - 101 - 023 - 0000 | \$ 9,455                    | \$ 21,023                                 |
| 108 | 20 - 36 - 101 - 024 - 0000 | \$ 9,590                    | \$ 21,323                                 |
| 109 | 20 - 36 - 101 - 025 - 0000 | \$ 7,855                    | \$ 17,466                                 |
| 110 | 20 - 36 - 101 - 026 - 0000 | \$ 9,625                    | \$ 21,401                                 |
| 111 | 20 - 36 - 101 - 027 - 0000 | \$ 10,313                   | \$ 22,931                                 |
| 112 | 20 - 36 - 101 - 028 - 0000 | \$ 9,208                    | \$ 20,474                                 |
| 113 | 20 - 36 - 101 - 029 - 0000 | \$ 10,447                   | \$ 23,229                                 |
| 114 | 20 - 36 - 101 - 030 - 0000 | \$ 9,623                    | \$ 21,397                                 |
| 115 | 20 - 36 - 101 - 031 - 0000 | \$ 8,972                    | \$ 19,949                                 |
| 116 | 20 - 36 - 101 - 032 - 0000 | \$ 3,300                    | \$ 7,338                                  |
| 117 | 20 - 36 - 101 - 033 - 0000 | \$ 14,037                   | \$ 31,211                                 |
| 118 | 20 - 36 - 101 - 034 - 0000 | \$ 6,620                    | \$ 14,720                                 |
| 119 | 20 - 36 - 101 - 035 - 0000 | \$ 9,381                    | \$ 20,859                                 |
| 120 | 20 - 36 - 101 - 036 - 0000 | \$ 8,331                    | \$ 18,524                                 |
| 121 | 20 - 36 - 101 - 037 - 0000 | \$ 8,131                    | \$ 18,079                                 |
| 122 | 20 - 36 - 101 - 038 - 0000 | \$ 8,553                    | \$ 19,018                                 |
| 123 | 20 - 36 - 101 - 039 - 0000 | \$ 8,359                    | \$ 18,586                                 |
| 124 | 20 - 36 - 101 - 040 - 0000 | \$ 4,632                    | \$ 10,299                                 |
| 125 | 20 - 36 - 101 - 041 - 0000 | \$ 4,142                    | \$ 9,210                                  |
| 126 | 20 - 36 - 101 - 042 - 0000 | \$ 6,152                    | \$ 13,679                                 |
| 127 | 20 - 36 - 101 - 043 - 0000 | \$ 7,344                    | \$ 16,329                                 |
| 128 | 20 - 36 - 101 - 044 - 0000 | \$ 17,420                   | \$ 38,733                                 |
| 129 | 20 - 36 - 101 - 045 - 0000 | \$ 17,420                   | \$ 38,733                                 |
| 130 | 20 - 36 - 101 - 046 - 0000 | \$ 11,336                   | \$ 25,206                                 |
| 131 | 20 - 36 - 101 - 047 - 0000 | \$ 11,336                   | \$ 25,206                                 |
| 132 | 20 - 36 - 101 - 048 - 0000 | \$ 4,386                    | \$ 9,752                                  |
| 133 | 20 - 36 - 101 - 049 - 0000 | \$ 6,371                    | \$ 14,166                                 |
| 134 | 20 - 36 - 101 - 050 - 0000 | \$ 4,386                    | \$ 9,752                                  |
| 135 | 20 - 36 - 101 - 051 - 0000 | \$ 4,386                    | \$ 9,752                                  |
| 136 | 20 - 36 - 101 - 052 - 0000 | \$ 5,501                    | \$ 12,231                                 |
| 137 | 20 - 36 - 101 - 057 - 0000 | \$ 3,198                    | \$ 7,111                                  |
| 138 | 20 - 36 - 101 - 058 - 1001 | \$ 12,954                   | \$ 28,803                                 |
| 139 | 20 - 36 - 101 - 058 - 1002 | \$ 12,954                   | \$ 28,803                                 |

*Appendix 6.*

(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Summary Of 2000 Equalized Assessed Value  
By Permanent Index Number.*

(Page 4 of 10)

| No. | PIN                | Assessed Value<br>2000 (AV) | Equalized<br>Assessed Value<br>2000 (EAV) |
|-----|--------------------|-----------------------------|-------------------------------------------|
| 140 | 20-36-101-058-1003 | \$ 11,750                   | \$ 26,126                                 |
| 141 | 20-36-101-058-1004 | \$ 12,449                   | \$ 27,680                                 |
| 142 | 20-36-101-058-1005 | \$ 11,750                   | \$ 26,126                                 |
| 143 | 20-36-101-058-1006 | \$ 9,960                    | \$ 22,146                                 |
| 144 | 20-36-101-058-1007 | \$ 13,150                   | \$ 29,239                                 |
| 145 | 20-36-101-058-1008 | \$ 8,961                    | \$ 19,925                                 |
| 146 | 20-36-101-058-1009 | \$ 8,961                    | \$ 19,925                                 |
| 147 | 20-36-102-037-0000 | EX                          | EX                                        |
| 148 | 20-36-103-001-0000 | \$ 15,304                   | \$ 34,028                                 |
| 149 | 20-36-103-002-0000 | \$ 13,706                   | \$ 30,475                                 |
| 150 | 20-36-103-003-0000 | \$ 21,657                   | \$ 48,154                                 |
| 151 | 20-36-103-004-0000 | \$ 9,972                    | \$ 22,173                                 |
| 152 | 20-36-103-005-0000 | \$ 10,061                   | \$ 22,371                                 |
| 153 | 20-36-103-006-0000 | EX                          | EX                                        |
| 154 | 20-36-103-007-0000 | \$ 49,883                   | \$ 110,915                                |
| 155 | 20-36-103-008-0000 | \$ 9,949                    | \$ 22,122                                 |
| 156 | 20-36-103-009-0000 | \$ 14,118                   | \$ 31,391                                 |
| 157 | 20-36-103-010-0000 | \$ 9,782                    | \$ 21,750                                 |
| 158 | 20-36-103-039-0000 | \$ 11,145                   | \$ 24,781                                 |
| 159 | 20-36-103-040-0000 | \$ 8,313                    | \$ 18,484                                 |
| 160 | 20-36-104-001-0000 | \$ 111,421                  | \$ 247,745                                |
| 161 | 20-36-104-002-0000 | \$ 39,347                   | \$ 87,488                                 |
| 162 | 20-36-104-003-0000 | \$ 27,443                   | \$ 61,020                                 |
| 163 | 20-36-104-004-0000 | \$ 17,919                   | \$ 39,843                                 |
| 164 | 20-36-104-005-0000 | \$ 9,426                    | \$ 20,959                                 |
| 165 | 20-36-104-006-0000 | \$ 18,621                   | \$ 41,404                                 |
| 166 | 20-36-104-007-0000 | \$ 21,541                   | \$ 47,896                                 |
| 167 | 20-36-104-008-0000 | \$ 31,565                   | \$ 70,185                                 |
| 168 | 20-36-105-001-0000 | \$ 31,374                   | \$ 69,760                                 |
| 169 | 20-36-105-002-0000 | \$ 29,656                   | \$ 65,940                                 |
| 170 | 20-36-105-003-0000 | \$ 29,656                   | \$ 65,940                                 |
| 171 | 20-36-105-004-0000 | \$ 29,656                   | \$ 65,940                                 |
| 172 | 20-36-105-005-0000 | \$ 29,656                   | \$ 65,940                                 |
| 173 | 20-36-105-006-0000 | \$ 2,510                    | \$ 5,581                                  |
| 174 | 20-36-105-039-0000 | \$ 99,367                   | \$ 220,943                                |
| 175 | 20-36-107-001-0000 | \$ 8,917                    | \$ 19,827                                 |
| 176 | 20-36-107-002-0000 | \$ 8,350                    | \$ 18,566                                 |
| 177 | 20-36-107-003-0000 | \$ 8,350                    | \$ 18,566                                 |
| 178 | 20-36-107-004-0000 | \$ 7,965                    | \$ 17,710                                 |
| 179 | 20-36-107-005-0000 | \$ 8,077                    | \$ 17,959                                 |
| 180 | 20-36-107-006-0000 | \$ 8,578                    | \$ 19,073                                 |
| 181 | 20-36-107-007-0000 | \$ 7,795                    | \$ 17,332                                 |
| 182 | 20-36-107-008-0000 | \$ 7,812                    | \$ 17,370                                 |
| 183 | 20-36-107-009-0000 | \$ 9,001                    | \$ 20,014                                 |
| 184 | 20-36-107-010-0000 | \$ 9,744                    | \$ 21,666                                 |
| 185 | 20-36-107-011-0000 | \$ 5,764                    | \$ 12,816                                 |
| 186 | 20-36-107-012-0000 | \$ 5,688                    | \$ 12,647                                 |

*Appendix 6.*  
(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Summary Of 2000 Equalized Assessed Value  
By Permanent Index Number.*  
(Page 5 of 10)

| No. | PIN                        | Assessed Value<br>2000 (AV) | Equalized<br>Assessed Value<br>2000 (EAV) |
|-----|----------------------------|-----------------------------|-------------------------------------------|
| 187 | 20 - 36 - 201 - 008 - 0000 | \$ 35,667                   | \$ 79,306                                 |
| 188 | 20 - 36 - 201 - 042 - 0000 | \$ 26,842                   | \$ 59,683                                 |
| 189 | 20 - 36 - 201 - 043 - 0000 | \$ 26,842                   | \$ 59,683                                 |
| 190 | 20 - 36 - 201 - 044 - 0000 | \$ 18,376                   | \$ 40,859                                 |
| 191 | 20 - 36 - 202 - 001 - 0000 | \$ 73,296                   | \$ 162,974                                |
| 192 | 20 - 36 - 202 - 002 - 0000 | \$ 2,750                    | \$ 6,115                                  |
| 193 | 20 - 36 - 202 - 003 - 0000 | \$ 3,801                    | \$ 8,452                                  |
| 194 | 20 - 36 - 202 - 004 - 0000 | \$ 18,510                   | \$ 41,157                                 |
| 195 | 20 - 36 - 202 - 005 - 0000 | \$ 18,510                   | \$ 41,157                                 |
| 196 | 20 - 36 - 202 - 006 - 0000 | \$ 18,510                   | \$ 41,157                                 |
| 197 | 20 - 36 - 202 - 007 - 0000 | \$ 19,889                   | \$ 44,223                                 |
| 198 | 20 - 36 - 203 - 001 - 0000 | \$ 6,419                    | \$ 14,273                                 |
| 199 | 20 - 36 - 203 - 003 - 0000 | \$ 38,629                   | \$ 85,892                                 |
| 200 | 20 - 36 - 203 - 004 - 0000 | \$ 48,194                   | \$ 107,159                                |
| 201 | 20 - 36 - 203 - 005 - 0000 | \$ 55,074                   | \$ 122,457                                |
| 202 | 20 - 36 - 203 - 030 - 0000 | EX                          | EX                                        |
| 203 | 20 - 36 - 203 - 031 - 0000 | EX                          | EX                                        |
| 204 | 20 - 36 - 204 - 006 - 0000 | \$ 17,704                   | \$ 39,365                                 |
| 205 | 20 - 36 - 204 - 007 - 0000 | \$ 27,430                   | \$ 60,991                                 |
| 206 | 20 - 36 - 204 - 008 - 0000 | \$ 107,249                  | \$ 238,468                                |
| 207 | 20 - 36 - 204 - 034 - 0000 | \$ 161,723                  | \$ 359,591                                |
| 208 | 20 - 36 - 205 - 001 - 0000 | \$ 70,553                   | \$ 156,875                                |
| 209 | 20 - 36 - 205 - 002 - 0000 | \$ 10,527                   | \$ 23,407                                 |
| 210 | 20 - 36 - 205 - 003 - 0000 | \$ 4,447                    | \$ 9,888                                  |
| 211 | 20 - 36 - 205 - 004 - 0000 | \$ 14,501                   | \$ 32,243                                 |
| 212 | 20 - 36 - 205 - 005 - 0000 | \$ 46,757                   | \$ 103,964                                |
| 213 | 20 - 36 - 205 - 006 - 0000 | \$ 46,757                   | \$ 103,964                                |
| 214 | 20 - 36 - 205 - 007 - 0000 | \$ 19,508                   | \$ 43,376                                 |
| 215 | 20 - 36 - 206 - 001 - 0000 | \$ 117,499                  | \$ 261,259                                |
| 216 | 20 - 36 - 206 - 002 - 0000 | \$ 2,750                    | \$ 6,115                                  |
| 217 | 20 - 36 - 206 - 003 - 0000 | \$ 2,750                    | \$ 6,115                                  |
| 218 | 20 - 36 - 206 - 004 - 0000 | \$ 2,750                    | \$ 6,115                                  |
| 219 | 20 - 36 - 206 - 005 - 0000 | \$ 2,750                    | \$ 6,115                                  |
| 220 | 20 - 36 - 206 - 006 - 0000 | \$ 31,744                   | \$ 70,583                                 |
| 221 | 20 - 36 - 207 - 004 - 0000 | \$ 6,061                    | \$ 13,477                                 |
| 222 | 20 - 36 - 207 - 033 - 0000 | \$ 9,399                    | \$ 20,899                                 |
| 223 | 20 - 36 - 207 - 034 - 0000 | \$ 8,874                    | \$ 19,731                                 |
| 224 | 20 - 36 - 207 - 043 - 0000 | \$ 112,294                  | \$ 249,686                                |
| 225 | 21 - 30 - 325 - 024 - 0000 | \$ 37,255                   | \$ 82,836                                 |
| 226 | 21 - 30 - 325 - 025 - 0000 | \$ 114,495                  | \$ 254,580                                |
| 227 | 21 - 30 - 325 - 026 - 0000 | \$ 2,750                    | \$ 6,115                                  |
| 228 | 21 - 30 - 325 - 027 - 0000 | \$ 2,750                    | \$ 6,115                                  |
| 229 | 21 - 30 - 325 - 028 - 0000 | \$ 10,597                   | \$ 23,562                                 |
| 230 | 21 - 30 - 325 - 029 - 0000 | \$ 193,663                  | \$ 430,610                                |
| 231 | 21 - 30 - 326 - 021 - 0000 | \$ 6,296                    | \$ 13,999                                 |
| 232 | 21 - 30 - 326 - 022 - 0000 | \$ 2,750                    | \$ 6,115                                  |
| 233 | 21 - 30 - 326 - 023 - 0000 | \$ 35,000                   | \$ 77,823                                 |

*Appendix 6.*

(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Summary Of 2000 Equalized Assessed Value  
By Permanent Index Number.*

(Page 6 of 10)

| No. | PIN                        | Assessed Value<br>2000 (AV) | Equalized<br>Assessed Value<br>2000 (EAV) |
|-----|----------------------------|-----------------------------|-------------------------------------------|
| 234 | 21 - 30 - 326 - 024 - 0000 | \$ 13,863                   | \$ 30,824                                 |
| 235 | 21 - 30 - 326 - 025 - 0000 | \$ 75,249                   | \$ 167,316                                |
| 236 | 21 - 30 - 327 - 020 - 0000 | \$ 98,667                   | \$ 219,386                                |
| 237 | 21 - 30 - 327 - 021 - 0000 | EX                          | EX                                        |
| 238 | 21 - 30 - 327 - 022 - 0000 | \$ 4,679                    | \$ 10,404                                 |
| 239 | 21 - 30 - 327 - 023 - 0000 | \$ 41,520                   | \$ 92,320                                 |
| 240 | 21 - 30 - 327 - 024 - 0000 | \$ 6,297                    | \$ 14,001                                 |
| 241 | 21 - 30 - 328 - 024 - 0000 | \$ 36,275                   | \$ 80,657                                 |
| 242 | 21 - 30 - 328 - 025 - 0000 | \$ 35,910                   | \$ 79,846                                 |
| 243 | 21 - 30 - 328 - 026 - 0000 | \$ 74,051                   | \$ 164,652                                |
| 244 | 21 - 30 - 328 - 027 - 0000 | \$ 44,150                   | \$ 98,168                                 |
| 245 | 21 - 30 - 329 - 022 - 0000 | \$ 115,648                  | \$ 257,143                                |
| 246 | 21 - 30 - 329 - 023 - 0000 | \$ 3,214                    | \$ 7,146                                  |
| 247 | 21 - 30 - 329 - 024 - 0000 | \$ 6,236                    | \$ 13,866                                 |
| 248 | 21 - 30 - 329 - 028 - 0000 | \$ 108,167                  | \$ 240,509                                |
| 249 | 21 - 30 - 330 - 041 - 0000 | \$ 257,498                  | \$ 572,547                                |
| 250 | 21 - 30 - 331 - 031 - 0000 | \$ 5,198                    | \$ 11,558                                 |
| 251 | 21 - 30 - 331 - 032 - 0000 | \$ 5,198                    | \$ 11,558                                 |
| 252 | 21 - 30 - 331 - 033 - 0000 | \$ 2,755                    | \$ 6,126                                  |
| 253 | 21 - 30 - 331 - 034 - 0000 | \$ 2,755                    | \$ 6,126                                  |
| 254 | 21 - 30 - 331 - 035 - 0000 | \$ 7,413                    | \$ 16,483                                 |
| 255 | 21 - 30 - 331 - 036 - 0000 | \$ 65,304                   | \$ 145,203                                |
| 256 | 21 - 30 - 331 - 037 - 0000 | \$ 61,772                   | \$ 137,350                                |
| 257 | 21 - 30 - 402 - 001 - 0000 | \$ 21,826                   | \$ 48,530                                 |
| 258 | 21 - 30 - 402 - 033 - 0000 | \$ 16,862                   | \$ 37,493                                 |
| 259 | 21 - 30 - 402 - 034 - 0000 | \$ 18,216                   | \$ 40,503                                 |
| 260 | 21 - 30 - 403 - 001 - 0000 | \$ 10,716                   | \$ 23,827                                 |
| 261 | 21 - 30 - 403 - 013 - 0000 | \$ 7,912                    | \$ 17,592                                 |
| 262 | 21 - 30 - 403 - 014 - 0000 | \$ 7,907                    | \$ 17,581                                 |
| 263 | 21 - 30 - 403 - 016 - 0000 | \$ 36,822                   | \$ 81,874                                 |
| 264 | 21 - 30 - 407 - 027 - 0000 | \$ 8,618                    | \$ 19,162                                 |
| 265 | 21 - 30 - 407 - 028 - 0000 | \$ 29,527                   | \$ 65,653                                 |
| 266 | 21 - 30 - 407 - 029 - 0000 | \$ 7,978                    | \$ 17,739                                 |
| 267 | 21 - 30 - 407 - 030 - 0000 | \$ 28,579                   | \$ 63,545                                 |
| 268 | 21 - 30 - 407 - 031 - 0000 | \$ 49,989                   | \$ 111,151                                |
| 269 | 21 - 30 - 407 - 032 - 0000 | EX                          | EX                                        |
| 270 | 21 - 30 - 407 - 033 - 0000 | \$ 17,920                   | \$ 39,845                                 |
| 271 | 21 - 30 - 407 - 034 - 0000 | \$ 18,711                   | \$ 41,604                                 |
| 272 | 21 - 30 - 407 - 035 - 0000 | \$ 5,511                    | \$ 12,254                                 |
| 273 | 21 - 30 - 408 - 028 - 0000 | \$ 5,511                    | \$ 12,254                                 |
| 274 | 21 - 30 - 408 - 029 - 0000 | \$ 6,329                    | \$ 14,073                                 |
| 275 | 21 - 30 - 408 - 030 - 0000 | \$ 5,683                    | \$ 12,636                                 |
| 276 | 21 - 30 - 408 - 031 - 0000 | \$ 8,964                    | \$ 19,931                                 |
| 277 | 21 - 30 - 408 - 032 - 0000 | \$ 7,668                    | \$ 17,050                                 |
| 278 | 21 - 30 - 408 - 034 - 0000 | \$ 2,865                    | \$ 6,370                                  |
| 279 | 21 - 30 - 408 - 035 - 0000 | \$ 2,645                    | \$ 5,881                                  |
| 280 | 21 - 30 - 408 - 037 - 0000 | \$ 2,755                    | \$ 6,126                                  |

*Appendix 6.*

(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Summary Of 2000 Equalized Assessed Value  
By Permanent Index Number.*

(Page 7 of 10)

| No. | PIN                | Assessed Value<br>2000 (AV) | Equalized<br>Assessed Value<br>2000 (EAV) |
|-----|--------------------|-----------------------------|-------------------------------------------|
| 281 | 21-30-408-038-0000 | \$ 2,311                    | \$ 5,139                                  |
| 282 | 21-30-408-039-0000 | \$ 7,580                    | \$ 16,854                                 |
| 283 | 21-30-408-040-0000 | \$ 2,755                    | \$ 6,126                                  |
| 284 | 21-30-409-001-0000 | \$ 3,158                    | \$ 7,022                                  |
| 285 | 21-30-409-002-0000 | \$ 6,722                    | \$ 14,946                                 |
| 286 | 21-30-409-003-0000 | \$ 6,673                    | \$ 14,837                                 |
| 287 | 21-30-409-004-0000 | \$ 73,465                   | \$ 163,349                                |
| 288 | 21-30-409-005-0000 | \$ 3,806                    | \$ 8,463                                  |
| 289 | 21-30-409-006-0000 | \$ 5,348                    | \$ 11,891                                 |
| 290 | 21-30-409-007-0000 | \$ 134,245                  | \$ 298,494                                |
| 291 | 21-30-409-008-0000 | \$ 18,658                   | \$ 41,486                                 |
| 292 | 21-30-409-009-0000 | \$ 11,545                   | \$ 25,670                                 |
| 293 | 21-30-409-010-0000 | \$ 22,461                   | \$ 49,942                                 |
| 294 | 21-30-409-011-0000 | EX                          | EX                                        |
| 295 | 21-30-410-001-0000 | \$ 11,085                   | \$ 24,647                                 |
| 296 | 21-30-410-003-0000 | \$ 28,634                   | \$ 63,668                                 |
| 297 | 21-30-410-004-0000 | \$ 41,565                   | \$ 92,420                                 |
| 298 | 21-30-410-005-0000 | \$ 47,972                   | \$ 106,666                                |
| 299 | 21-30-410-024-0000 | \$ 8,470                    | \$ 18,833                                 |
| 300 | 21-30-410-025-0000 | EX                          | EX                                        |
| 301 | 21-30-410-026-0000 | \$ 2,405                    | \$ 5,348                                  |
| 302 | 21-30-410-027-0000 | \$ 7,112                    | \$ 15,814                                 |
| 303 | 21-30-411-001-0000 | \$ 4,811                    | \$ 10,697                                 |
| 304 | 21-30-411-002-0000 | \$ 2,405                    | \$ 5,348                                  |
| 305 | 21-30-411-015-0000 | \$ 12,700                   | \$ 28,238                                 |
| 306 | 21-30-411-016-0000 | \$ 9,476                    | \$ 21,070                                 |
| 307 | 21-30-411-017-0000 | \$ 10,864                   | \$ 24,156                                 |
| 308 | 21-30-411-018-0000 | \$ 255,212                  | \$ 567,464                                |
| 309 | 21-30-411-019-0000 | \$ 33,792                   | \$ 75,137                                 |
| 310 | 21-30-411-020-0000 | \$ 33,792                   | \$ 75,137                                 |
| 311 | 21-30-411-021-0000 | \$ 9,468                    | \$ 21,052                                 |
| 312 | 21-30-411-022-0000 | \$ 11,795                   | \$ 26,226                                 |
| 313 | 21-30-411-023-0000 | \$ 18,480                   | \$ 41,090                                 |
| 314 | 21-30-411-024-0000 | \$ 18,060                   | \$ 40,156                                 |
| 315 | 21-30-416-002-0000 | \$ 977                      | \$ 2,172                                  |
| 316 | 21-30-416-003-0000 | \$ 3,196                    | \$ 7,106                                  |
| 317 | 21-30-416-004-0000 | \$ 1,122                    | \$ 2,495                                  |
| 318 | 21-30-416-005-0000 | \$ 1,633                    | \$ 3,631                                  |
| 319 | 21-30-416-006-0000 | \$ 1,786                    | \$ 3,971                                  |
| 320 | 21-30-416-007-0000 | \$ 3,727                    | \$ 8,287                                  |
| 321 | 21-30-416-008-0000 | \$ 2,576                    | \$ 5,728                                  |
| 322 | 21-30-416-009-0000 | \$ 2,893                    | \$ 6,433                                  |
| 323 | 21-30-416-010-0000 | \$ 3,244                    | \$ 7,213                                  |
| 324 | 21-30-416-011-0000 | \$ 3,282                    | \$ 7,298                                  |
| 325 | 21-30-416-012-0000 | \$ 3,598                    | \$ 8,000                                  |
| 326 | 21-30-416-013-0000 | \$ 17,025                   | \$ 37,855                                 |
| 327 | 21-30-416-014-0000 | \$ 20,882                   | \$ 46,431                                 |



## Appendix 6.

(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Summary Of 2000 Equalized Assessed Value  
By Permanent Index Number.  
(Page 8 of 10)*

| No. | PIN                | Assessed Value<br>2000 (AV) | Equalized<br>Assessed Value<br>2000 (EAV) |
|-----|--------------------|-----------------------------|-------------------------------------------|
| 328 | 21-30-416-015-0000 | \$ 20,925                   | \$ 46,527                                 |
| 329 | 21-30-416-016-0000 | \$ 2,331                    | \$ 5,183                                  |
| 330 | 21-30-416-017-0000 | EX                          | EX                                        |
| 331 | 21-30-416-018-0000 | \$ 39,324                   | \$ 87,437                                 |
| 332 | 21-30-416-019-0000 | \$ 15,963                   | \$ 35,494                                 |
| 333 | 21-30-417-001-0000 | EX                          | EX                                        |
| 334 | 21-30-417-005-0000 | EX                          | EX                                        |
| 335 | 21-30-417-021-0000 | \$ 9,800                    | \$ 21,790                                 |
| 336 | 21-30-417-022-0000 | \$ 13,802                   | \$ 30,689                                 |
| 337 | 21-30-417-023-0000 | \$ 61,462                   | \$ 136,661                                |
| 338 | 21-30-417-024-0000 | \$ 9,940                    | \$ 22,102                                 |
| 339 | 21-30-417-025-0000 | \$ 53,637                   | \$ 119,262                                |
| 340 | 21-30-417-033-0000 | \$ 17,500                   | \$ 38,911                                 |
| 341 | 21-30-417-034-0000 | \$ 38,808                   | \$ 86,290                                 |
| 342 | 21-30-417-035-0000 | \$ 88,339                   | \$ 196,422                                |
| 343 | 21-30-417-051-0000 | EX                          | EX                                        |
| 344 | 21-31-100-001-0000 | \$ 10,234                   | \$ 22,755                                 |
| 345 | 21-31-100-002-0000 | \$ 22,902                   | \$ 50,923                                 |
| 346 | 21-31-100-003-0000 | \$ 35,427                   | \$ 78,772                                 |
| 347 | 21-31-100-012-0000 | \$ 231,256                  | \$ 514,198                                |
| 348 | 21-31-100-037-0000 | \$ 14,927                   | \$ 33,190                                 |
| 349 | 21-31-100-038-0000 | \$ 25,992                   | \$ 57,793                                 |
| 350 | 21-31-101-001-0000 | \$ 201,446                  | \$ 447,915                                |
| 351 | 21-31-101-002-0000 | \$ 29,665                   | \$ 65,960                                 |
| 352 | 21-31-101-003-0000 | \$ 119,999                  | \$ 266,818                                |
| 353 | 21-31-102-002-0000 | \$ 109,440                  | \$ 243,340                                |
| 354 | 21-31-102-003-0000 | \$ 37,965                   | \$ 84,415                                 |
| 355 | 21-31-102-034-0000 | \$ 4,546                    | \$ 10,108                                 |
| 356 | 21-31-102-035-0000 | \$ 6,765                    | \$ 15,042                                 |
| 357 | 21-31-103-001-0000 | \$ 182,320                  | \$ 405,389                                |
| 358 | 21-31-103-002-0000 | \$ 13,123                   | \$ 29,179                                 |
| 359 | 21-31-103-063-0000 | \$ 48,208                   | \$ 107,190                                |
| 360 | 21-31-104-041-0000 | \$ 149,645                  | \$ 332,736                                |
| 361 | 21-31-105-043-0000 | \$ 50,509                   | \$ 112,307                                |
| 362 | 21-31-105-055-0000 | \$ 114,706                  | \$ 255,049                                |
| 363 | 21-31-106-006-0000 | \$ 2,640                    | \$ 5,870                                  |
| 364 | 21-31-106-010-0000 | \$ 2,640                    | \$ 5,870                                  |
| 365 | 21-31-106-011-0000 | \$ 2,667                    | \$ 5,930                                  |
| 366 | 21-31-106-041-0000 | \$ 4,400                    | \$ 9,783                                  |
| 367 | 21-31-106-042-0000 | \$ 3,520                    | \$ 7,827                                  |
| 368 | 21-31-106-043-0000 | \$ 61,495                   | \$ 136,734                                |
| 369 | 21-31-106-044-0000 | \$ 5,280                    | \$ 11,740                                 |
| 370 | 21-31-107-001-0000 | \$ 10,593                   | \$ 23,554                                 |
| 371 | 21-31-107-002-0000 | \$ 9,110                    | \$ 20,256                                 |
| 372 | 21-31-107-005-0000 | \$ 11,331                   | \$ 25,194                                 |
| 373 | 21-31-107-006-0000 | \$ 8,703                    | \$ 19,351                                 |
| 374 | 21-31-107-007-0000 | \$ 7,786                    | \$ 17,312                                 |

*Appendix 6.*  
(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Summary Of 2000 Equalized Assessed Value  
By Permanent Index Number.*  
(Page 9 of 10)

| No. | PIN                        | Assessed Value<br>2000 (AV) | Equalized<br>Assessed Value<br>2000 (EAV) |
|-----|----------------------------|-----------------------------|-------------------------------------------|
| 375 | 21 - 31 - 107 - 008 - 0000 | \$ 2,673                    | \$ 5,943                                  |
| 376 | 21 - 31 - 107 - 039 - 0000 | EX                          | EX                                        |
| 377 | 21 - 31 - 107 - 040 - 0000 | \$ 22,141                   | \$ 49,231                                 |
| 378 | 21 - 31 - 200 - 001 - 0000 | \$ 19,511                   | \$ 43,383                                 |
| 379 | 21 - 31 - 200 - 002 - 0000 | EX                          | EX                                        |
| 380 | 21 - 31 - 200 - 003 - 0000 | EX                          | EX                                        |
| 381 | 21 - 31 - 200 - 004 - 0000 | EX                          | EX                                        |
| 382 | 21 - 31 - 200 - 023 - 0000 | \$ 6,335                    | \$ 14,086                                 |
| 383 | 21 - 31 - 200 - 024 - 0000 | \$ 10,456                   | \$ 23,249                                 |
| 384 | 21 - 31 - 200 - 040 - 0000 | EX                          | EX                                        |
| 385 | 21 - 31 - 201 - 002 - 0000 | EX                          | EX                                        |
| 386 | 21 - 31 - 201 - 031 - 0000 | \$ 14,960                   | \$ 33,264                                 |
| 387 | 21 - 31 - 201 - 032 - 0000 | \$ 6,953                    | \$ 15,460                                 |
| 388 | 21 - 31 - 201 - 033 - 0000 | EX                          | EX                                        |
| 389 | 21 - 31 - 201 - 034 - 0000 | EX                          | EX                                        |
| 390 | 21 - 31 - 202 - 001 - 0000 | \$ 2,750                    | \$ 6,115                                  |
| 391 | 21 - 31 - 202 - 002 - 0000 | \$ 32,535                   | \$ 72,342                                 |
| 392 | 21 - 31 - 202 - 003 - 0000 | \$ 2,750                    | \$ 6,115                                  |
| 393 | 21 - 31 - 202 - 004 - 0000 | \$ 7,970                    | \$ 17,721                                 |
| 394 | 21 - 31 - 202 - 024 - 0000 | \$ 3,280                    | \$ 7,293                                  |
| 395 | 21 - 31 - 202 - 025 - 0000 | \$ 7,960                    | \$ 17,699                                 |
| 396 | 21 - 31 - 202 - 030 - 0000 | \$ 6,474                    | \$ 14,395                                 |
| 397 | 21 - 31 - 202 - 031 - 0000 | \$ 2,186                    | \$ 4,861                                  |
| 398 | 21 - 31 - 202 - 032 - 0000 | \$ 2,186                    | \$ 4,861                                  |
| 399 | 21 - 31 - 202 - 033 - 0000 | \$ 2,186                    | \$ 4,861                                  |
| 400 | 21 - 31 - 202 - 034 - 0000 | \$ 2,186                    | \$ 4,861                                  |
| 401 | 21 - 31 - 202 - 035 - 0000 | \$ 2,186                    | \$ 4,861                                  |
| 402 | 21 - 31 - 202 - 036 - 0000 | \$ 2,186                    | \$ 4,861                                  |
| 403 | 21 - 31 - 202 - 037 - 0000 | \$ 2,186                    | \$ 4,861                                  |
| 404 | 21 - 31 - 202 - 038 - 0000 | \$ 2,186                    | \$ 4,861                                  |
| 405 | 21 - 31 - 202 - 039 - 0000 | \$ 27,073                   | \$ 60,197                                 |
| 406 | 21 - 31 - 202 - 040 - 0000 | \$ 4,198                    | \$ 9,334                                  |
| 407 | 21 - 31 - 202 - 041 - 0000 | \$ 10,210                   | \$ 22,702                                 |
| 408 | 21 - 31 - 202 - 042 - 0000 | \$ 16,388                   | \$ 36,439                                 |
| 409 | 21 - 31 - 202 - 044 - 0000 | \$ 2,186                    | \$ 4,861                                  |
| 410 | 21 - 31 - 202 - 045 - 0000 | \$ 4,373                    | \$ 9,723                                  |
| 411 | 21 - 31 - 202 - 046 - 0000 | \$ 11,904                   | \$ 26,469                                 |
| 412 | 21 - 31 - 203 - 001 - 0000 | \$ 11,605                   | \$ 25,804                                 |
| 413 | 21 - 31 - 203 - 003 - 0000 | \$ 2,200                    | \$ 4,892                                  |
| 414 | 21 - 31 - 203 - 004 - 0000 | \$ 2,200                    | \$ 4,892                                  |
| 415 | 21 - 31 - 203 - 005 - 0000 | \$ 8,122                    | \$ 18,059                                 |
| 416 | 21 - 31 - 203 - 006 - 0000 | \$ 7,970                    | \$ 17,721                                 |
| 417 | 21 - 31 - 203 - 007 - 0000 | \$ 8,122                    | \$ 18,059                                 |
| 418 | 21 - 31 - 203 - 008 - 0000 | \$ 8,122                    | \$ 18,059                                 |
| 419 | 21 - 31 - 203 - 009 - 0000 | \$ 5,303                    | \$ 11,791                                 |
| 420 | 21 - 31 - 203 - 010 - 0000 | \$ 2,200                    | \$ 4,892                                  |
| 421 | 21 - 31 - 203 - 011 - 0000 | \$ 7,229                    | \$ 16,074                                 |

*Appendix 6.*

(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Summary Of 2000 Equalized Assessed Value  
By Permanent Index Number.  
(Page 10 of 10)*

| No.    | PIN                        | Assessed Value<br>2000 (AV) | Equalized<br>Assessed Value<br>2000 (EAV) |
|--------|----------------------------|-----------------------------|-------------------------------------------|
| 422    | 21 - 31 - 203 - 014 - 0000 | EX                          | EX                                        |
| 423    | 21 - 31 - 203 - 015 - 0000 | EX                          | EX                                        |
| 424    | 21 - 31 - 203 - 018 - 0000 | EX                          | EX                                        |
| 425    | 21 - 31 - 203 - 019 - 0000 | EX                          | EX                                        |
| 426    | 21 - 31 - 203 - 020 - 0000 | \$ 7,741                    | \$ 17,212                                 |
| 427    | 21 - 31 - 203 - 023 - 0000 | \$ 3,931                    | \$ 8,741                                  |
| 428    | 21 - 31 - 203 - 024 - 0000 | EX                          | EX                                        |
| 429    | 21 - 31 - 203 - 025 - 0000 | EX                          | EX                                        |
| 430    | 21 - 31 - 204 - 009 - 0000 | \$ 2,211                    | \$ 4,916                                  |
| 431    | 21 - 31 - 204 - 010 - 0000 | \$ 7,794                    | \$ 17,330                                 |
| 432    | 21 - 31 - 204 - 011 - 0000 | EX                          | EX                                        |
| 433    | 21 - 31 - 204 - 017 - 0000 | \$ 6,546                    | \$ 14,555                                 |
| 434    | 21 - 31 - 204 - 018 - 0000 | \$ 8,080                    | \$ 17,966                                 |
| 435    | 21 - 31 - 204 - 019 - 0000 | \$ 9,775                    | \$ 21,735                                 |
| 436    | 21 - 31 - 204 - 020 - 0000 | \$ 8,263                    | \$ 18,373                                 |
| 437    | 21 - 31 - 204 - 044 - 0000 | \$ 118,000                  | \$ 262,373                                |
| 438    | 21 - 31 - 204 - 046 - 0000 | \$ 76,141                   | \$ 169,300                                |
| 439    | 21 - 31 - 204 - 047 - 0000 | \$ 33,000                   | \$ 73,376                                 |
| 440    | 21 - 31 - 204 - 048 - 0000 | \$ 81,959                   | \$ 182,236                                |
| 441    | 21 - 31 - 204 - 049 - 0000 | \$ 8,423                    | \$ 18,729                                 |
| 442    | 21 - 31 - 206 - 001 - 0000 | \$ 2,000                    | \$ 4,447                                  |
| 443    | 21 - 31 - 206 - 002 - 0000 | \$ 9,615                    | \$ 21,379                                 |
| 444    | 21 - 31 - 206 - 003 - 0000 | \$ 8,427                    | \$ 18,737                                 |
| 445    | 21 - 31 - 206 - 004 - 0000 | \$ 8,853                    | \$ 19,685                                 |
| 446    | 21 - 31 - 206 - 020 - 0000 | \$ 7,431                    | \$ 16,523                                 |
| 447    | 21 - 31 - 206 - 040 - 0000 | \$ 56,908                   | \$ 126,535                                |
| 448    | 21 - 31 - 207 - 003 - 0000 | \$ 5,300                    | \$ 11,785                                 |
| 449    | 21 - 31 - 207 - 004 - 0000 | \$ 5,499                    | \$ 12,227                                 |
| 450    | 21 - 31 - 207 - 005 - 0000 | \$ 5,499                    | \$ 12,227                                 |
| 451    | 21 - 31 - 207 - 006 - 0000 | \$ 5,499                    | \$ 12,227                                 |
| 452    | 21 - 31 - 207 - 007 - 0000 | \$ 5,499                    | \$ 12,227                                 |
| 453    | 21 - 31 - 207 - 008 - 0000 | \$ 5,499                    | \$ 12,227                                 |
| 454    | 21 - 31 - 207 - 009 - 0000 | \$ 7,115                    | \$ 15,820                                 |
| 455    | 21 - 31 - 207 - 040 - 0000 | \$ 30,400                   | \$ 67,594                                 |
| 456    | 21 - 31 - 207 - 041 - 0000 | \$ 2,924                    | \$ 6,502                                  |
| 457    | 21 - 31 - 501 - 002 - 0000 | EX                          | EX                                        |
| 458*   | 00 - 00 - 500 - 000 - 0000 | EX                          | EX                                        |
| Total: |                            | \$ 10,168,416               | \$ 22,609,473                             |

EX = Tax Exempt Parcels

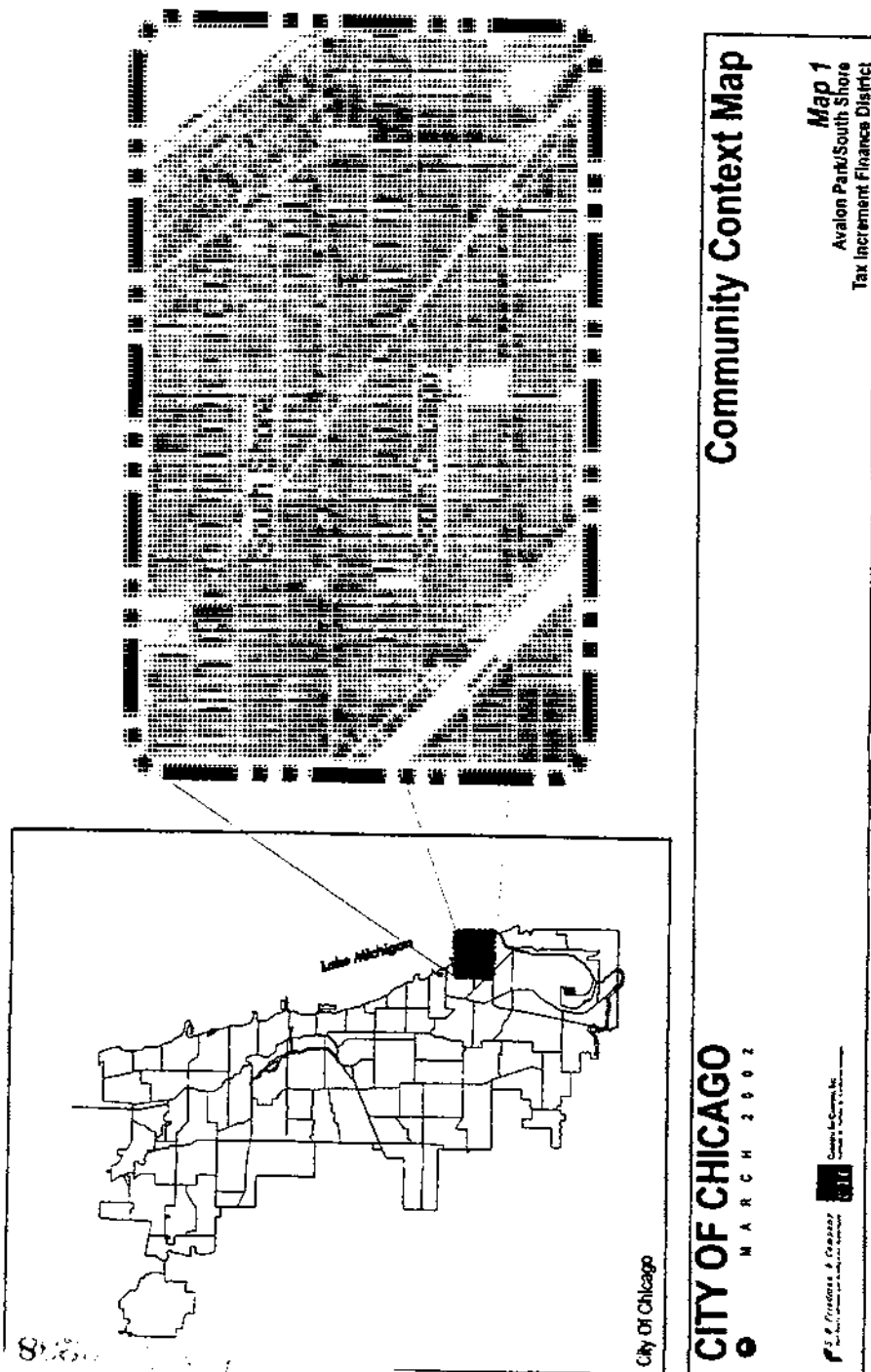
\* Railroad parcel which does not currently have a PIN

2000 Equalization Factor

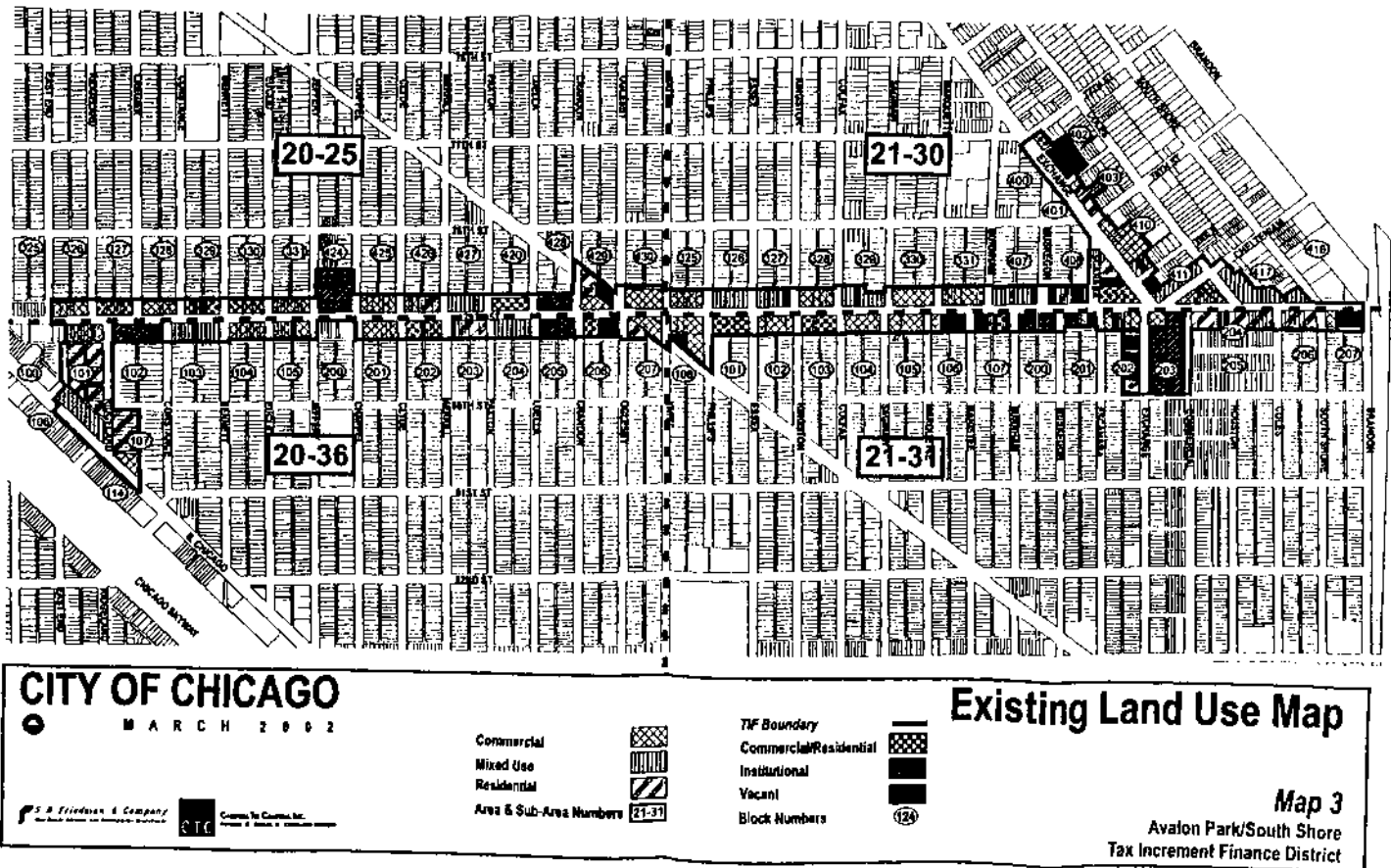
2.2235

*Map 1.*  
 (To Avalon Park/South Shore Tax Increment Financing  
 Redevelopment Area Project And Plan)

*Community Context Map.*



*Map 3.*  
 (To Avalon Park/South Shore Tax Increment Financing  
 Redevelopment Area Project And Plan)  
*Existing Land Use Map.*

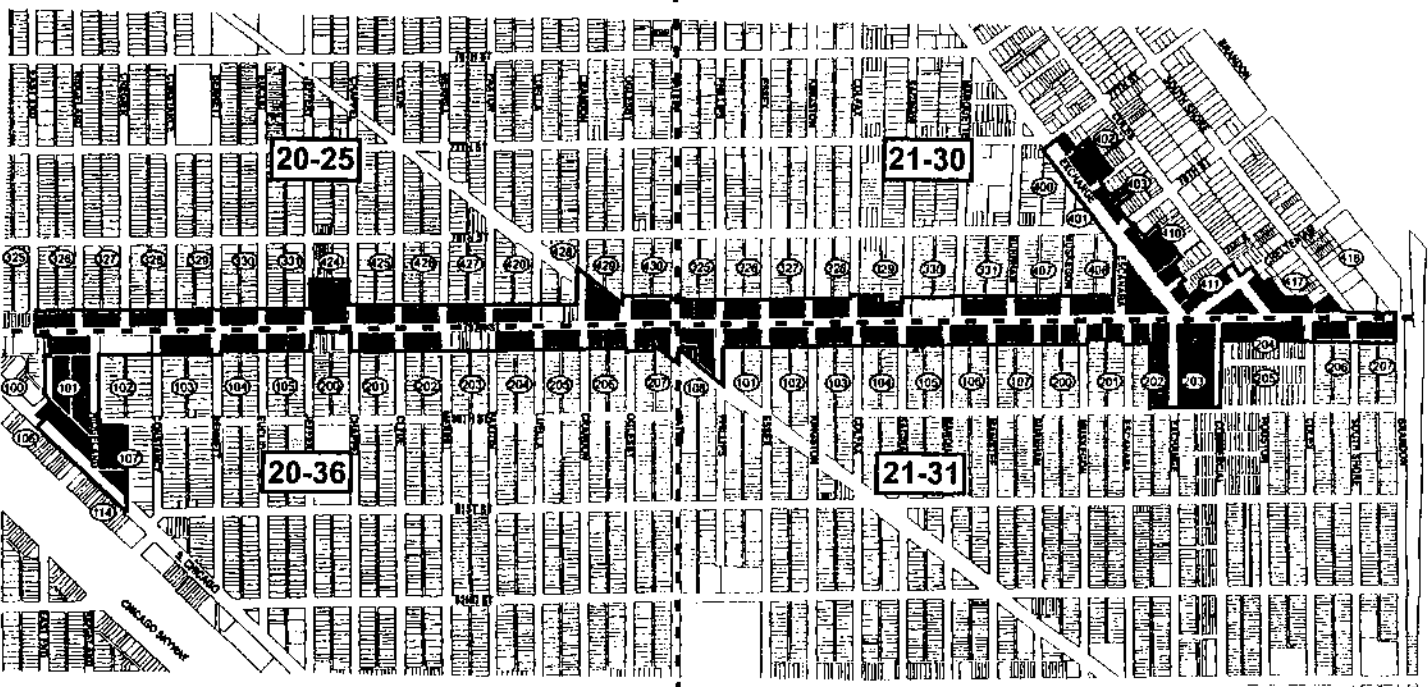


7/31/2002

REPORTS OF COMMITTEES

90993

*Map 4a.*  
(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)  
*Eligibility Factors Map -- Age.*



**Eligibility Factors Map**  
**Age**  
**Map 4a**

Avalon Park/South Shore  
Tax Increment Finance District

**CITY OF CHICAGO**  
MARCH 2002

F. & Friedman & Company  
Real Estate Services and Management



Chicago Tax Increment Finance District  
Avalon Park/South Shore

TIF Boundary

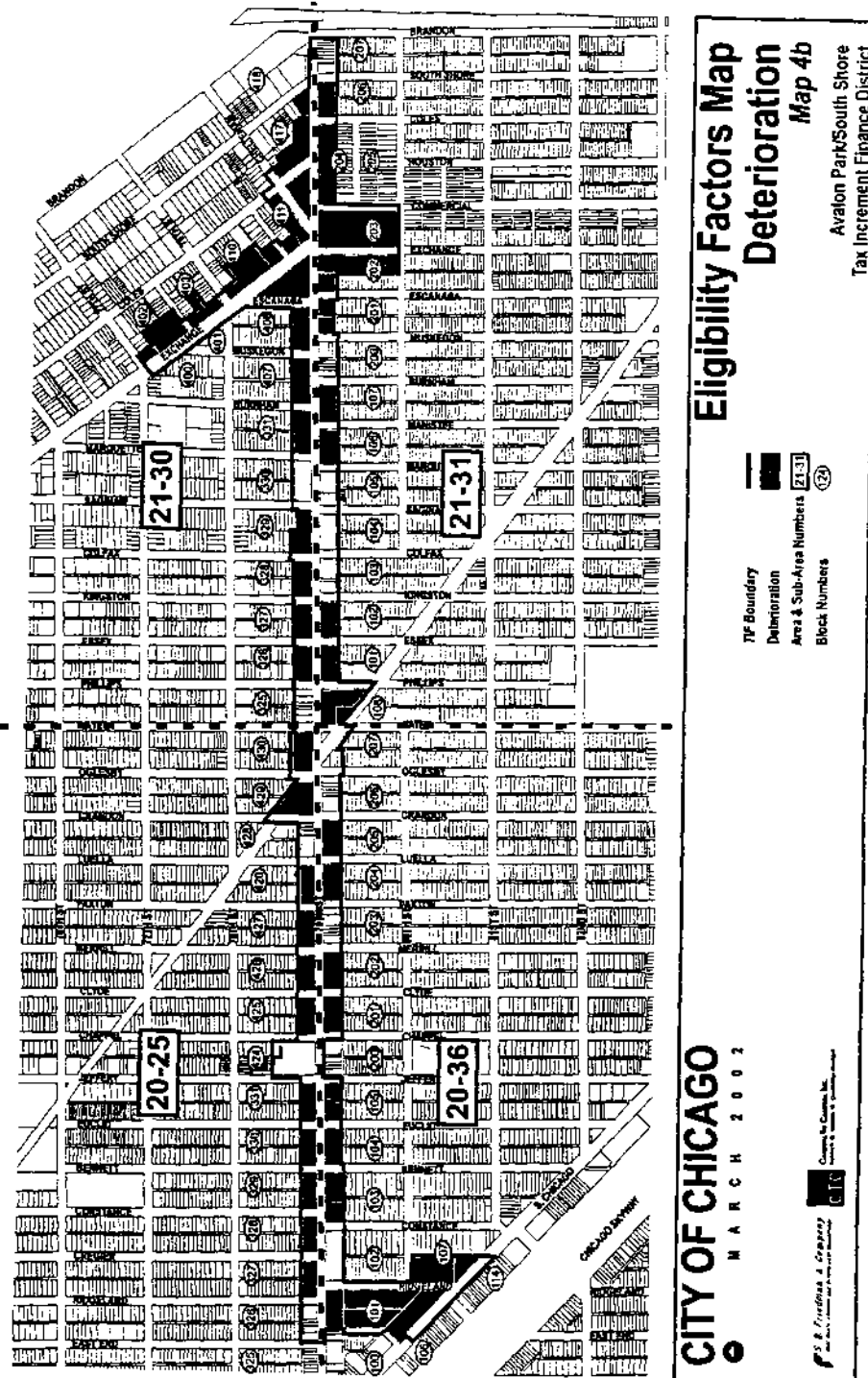
Age

Area & Sub-Area Numbers [21-31]

Block Numbers (24)

*Map 4b.*  
 (To Avalon Park/South Shore Tax Increment Financing  
 Redevelopment Area Project And Plan)

*Eligibility Factors Map - Deterioration.*



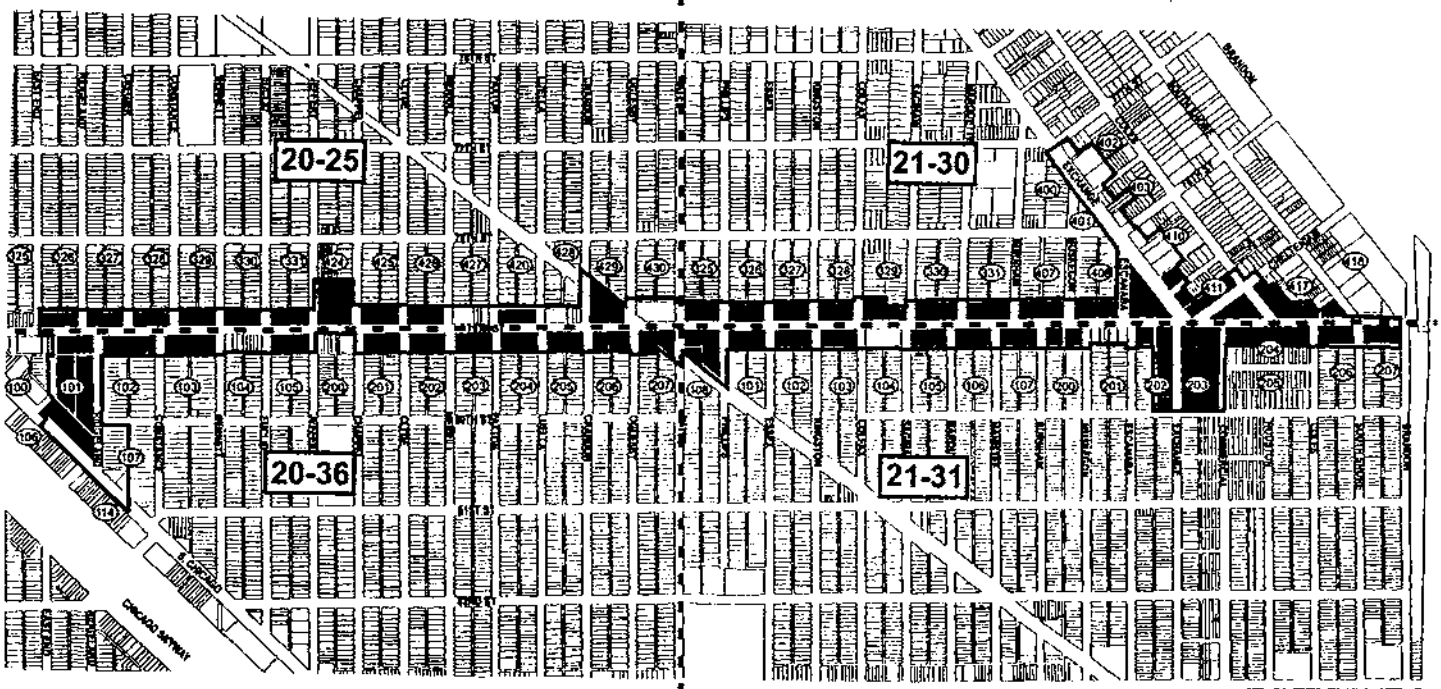
7/31/2002

REPORTS OF COMMITTEES

90995

Map 4c.  
(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

Eligibility Factors Map -- Structures Below  
Minimum Code.



**CITY OF CHICAGO**  
MARCH 2002

S. R. Friedman & Company  
Map Design, Cartography and GIS Services



Chicago Tax Incremental Finance Districts  
Map Design & Cartography Services

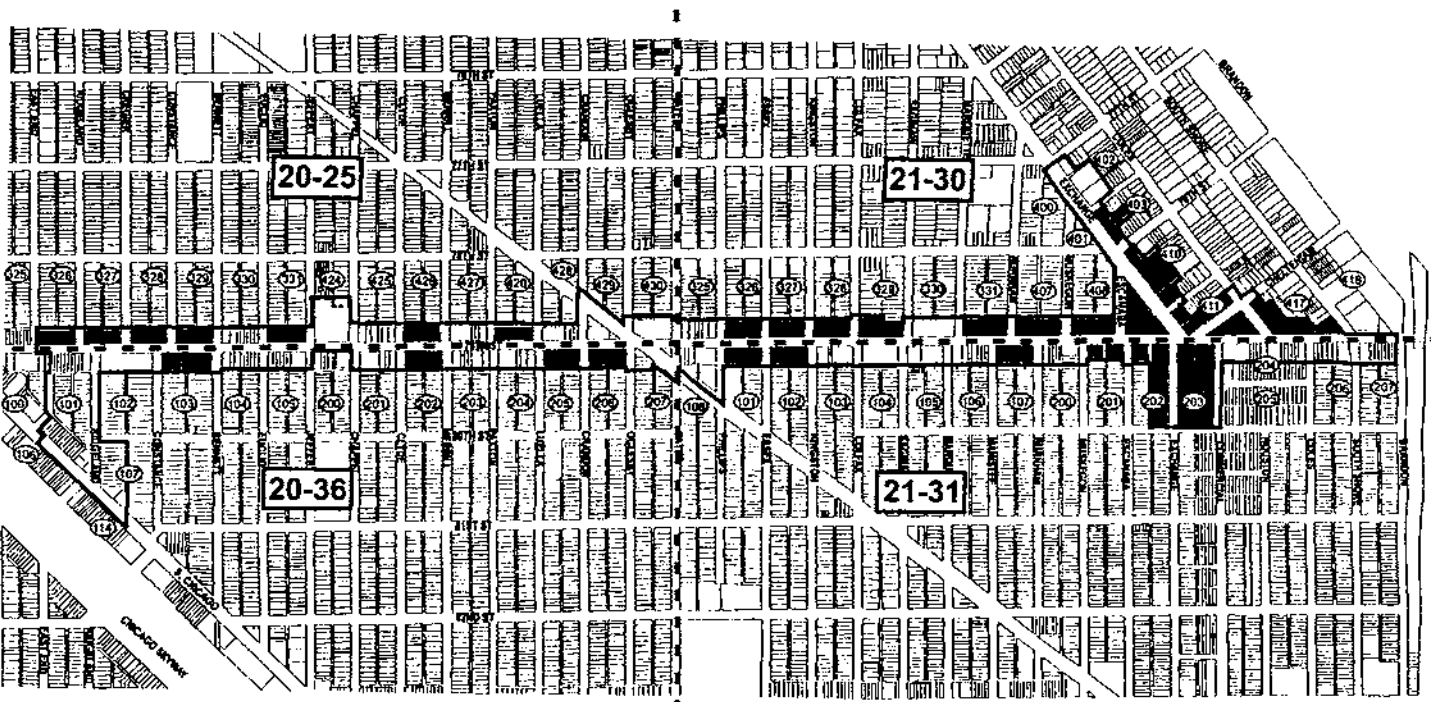
TIF Boundary  
Structures Below  
Minimum Code  
Area & Sub-Area Numbers 21-31  
Block Numbers 12A

**Eligibility Factors Map**  
**Structures Below**  
**Minimum Code**  
**Map 4c**

Avalon Park/South Shore  
Tax Increment Finance District



*Map 4d.*  
 (To Avalon Park/South Shore Tax Increment Financing  
 Redevelopment Area Project And Plan)  
*Eligibility Factors Map -- Excessive Vacancies.*



**Eligibility Factors Map**  
**Excessive Vacancies**  
*Map 4d*

Avalon Park/South Shore  
 Tax Increment Finance District

**CITY OF CHICAGO**  
 MARCH 2002

**F & F Friedman & Company**  
 Real Estate Services, Inc. 312.467.1111



Chicago Tax Commission, Inc.  
 1000 N. Dearborn Street, Suite 100  
 Chicago, IL 60610

*TF Boundary*

*Excessive Vacancies*

*Area & Sub-Area Numbers*

*Block Numbers*



21-31

124

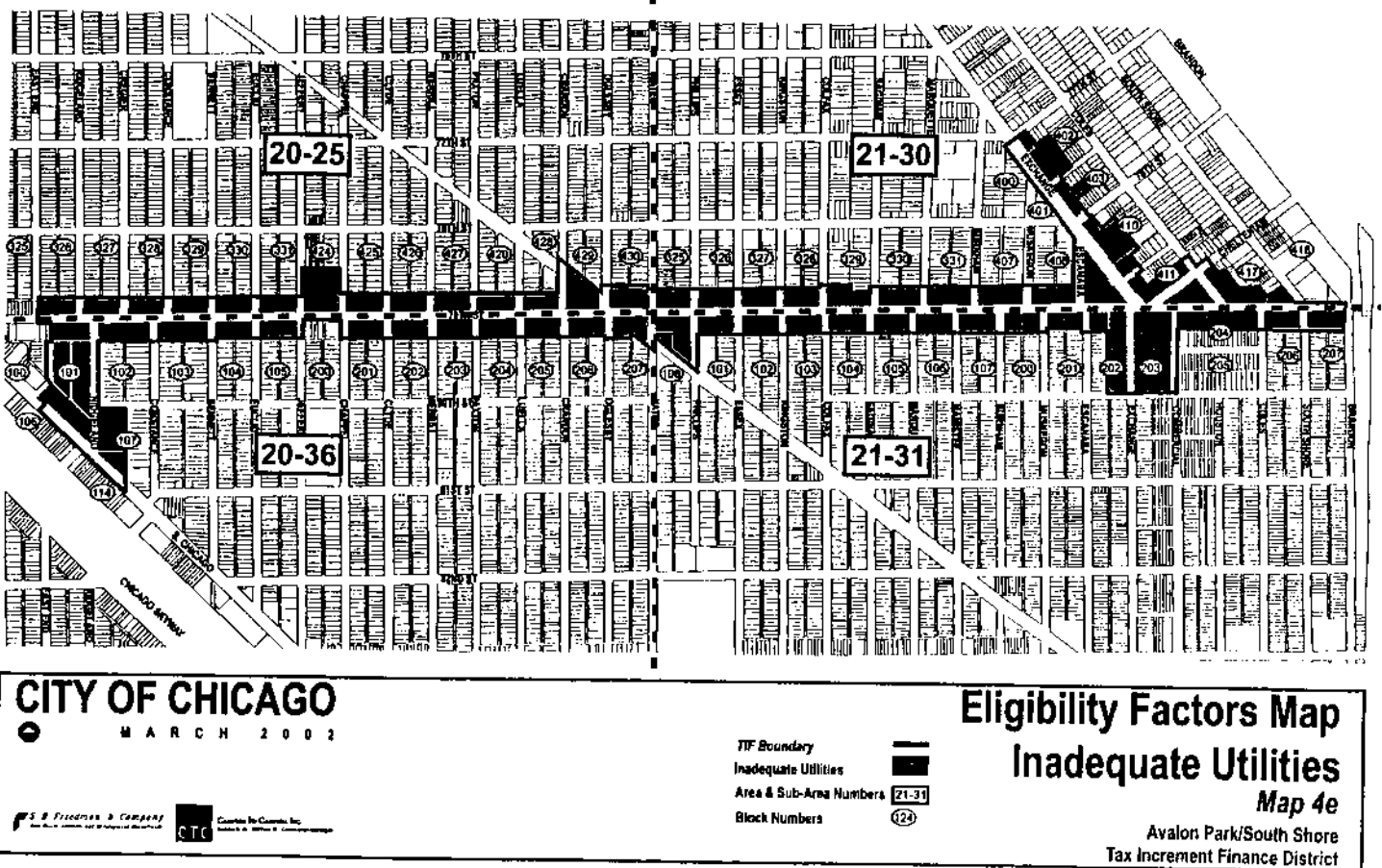
7/31/2002

REPORTS OF COMMITTEES

90997

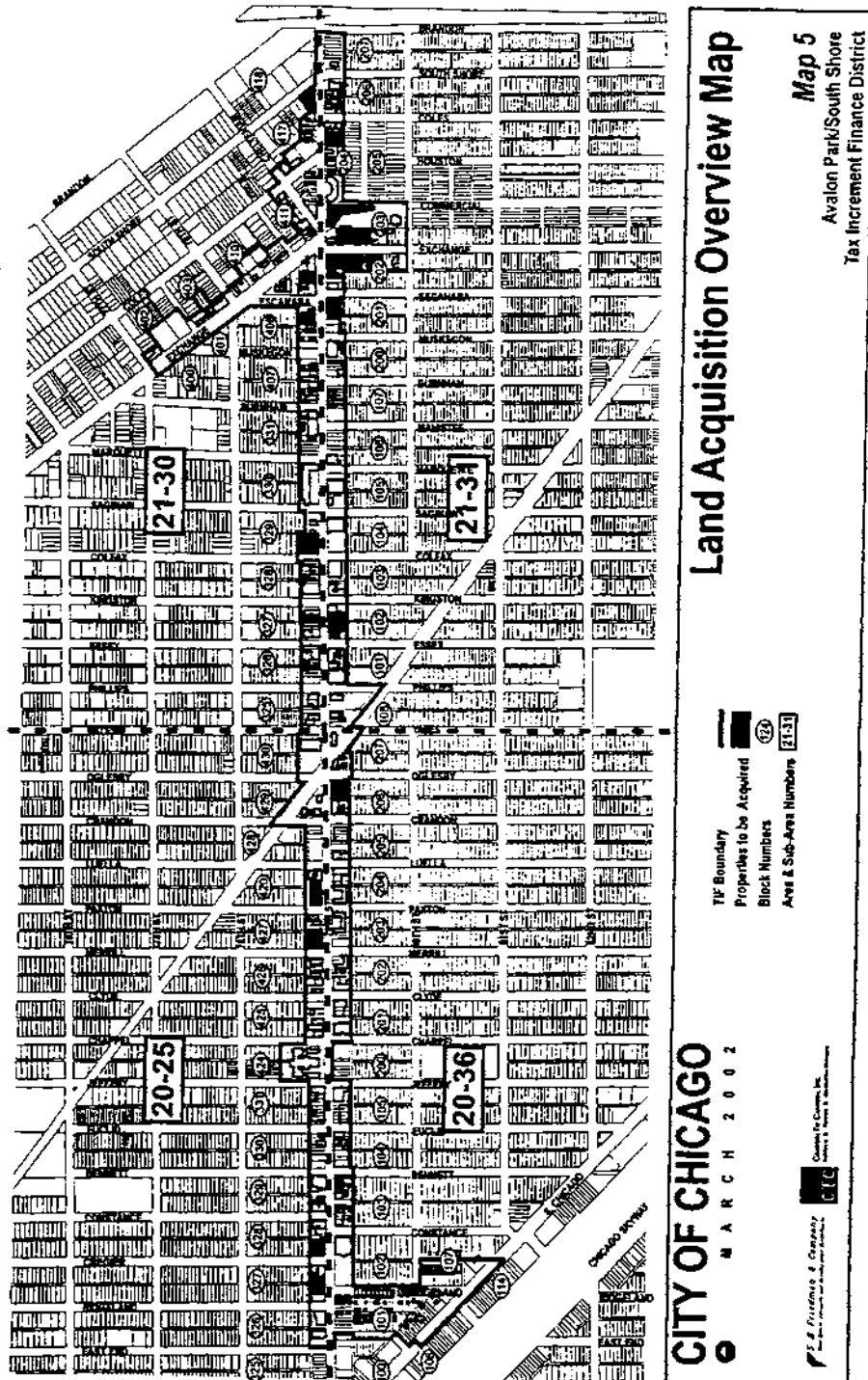
*Map 4e.*  
(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Eligibility Factors Map -- Inadequate Utilities.*



*Map 5.*  
 (To Avalon Park/South Shore Tax Increment Financing  
 Redevelopment Area Project And Plan)

*Land Acquisition Overview Map.*

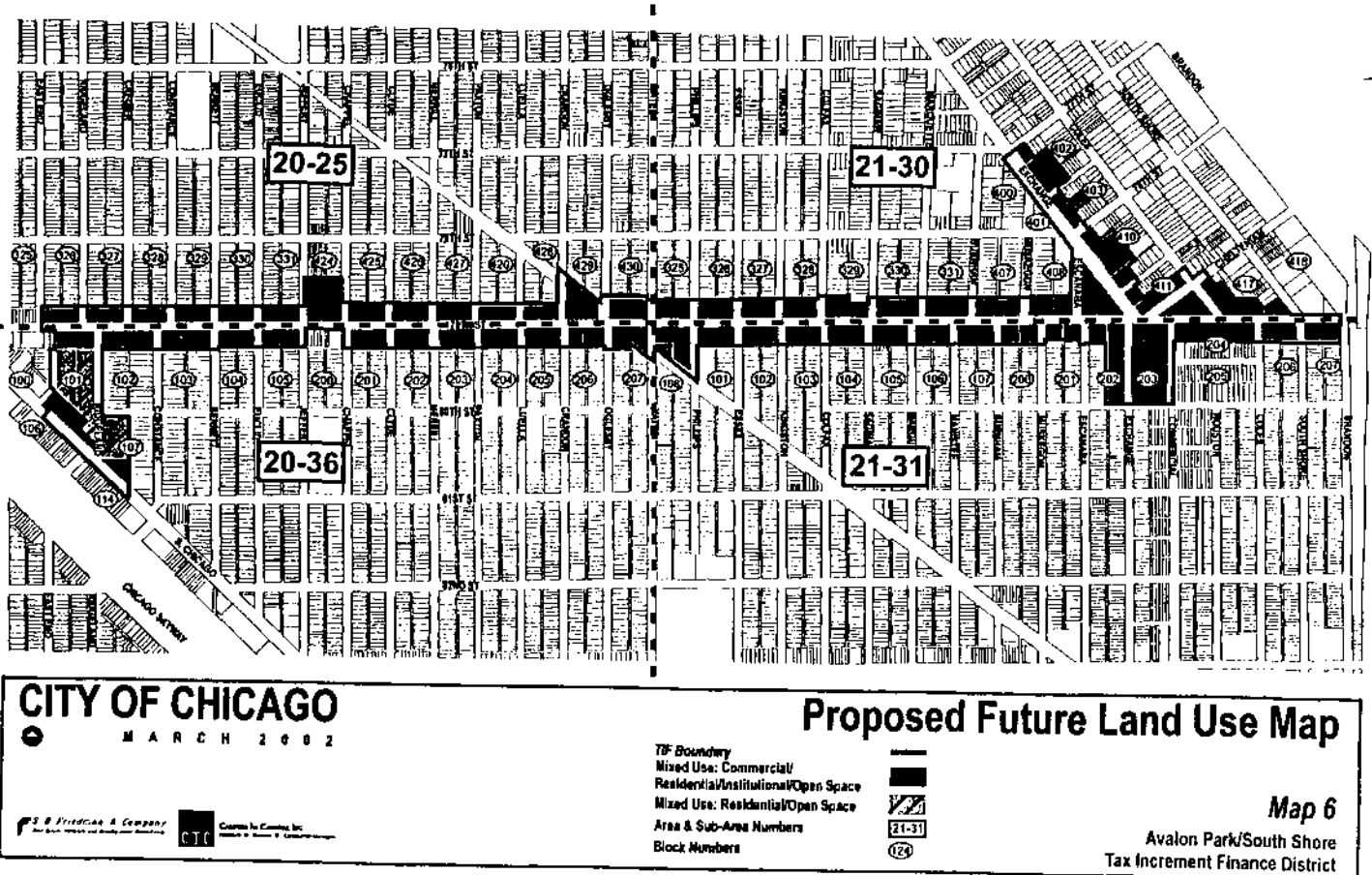


7/31/2002

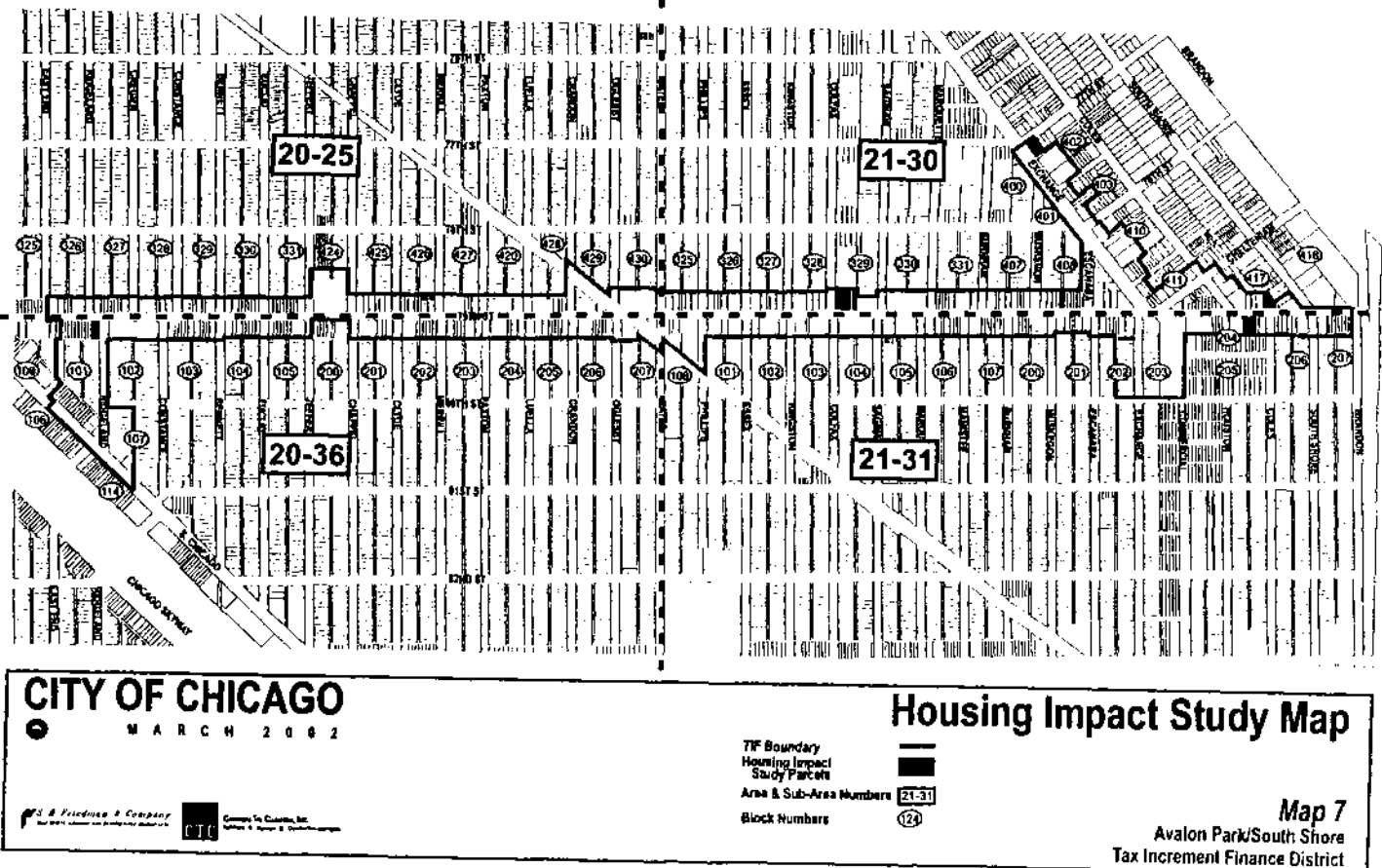
REPORTS OF COMMITTEES

90999

*Map 6.*  
(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)  
*Proposed Future Land-Use Map.*



## Housing Impact Study Map.



*Map 8.*  
(To Avalon Park/South Shore Tax Increment Financing  
Redevelopment Area Project And Plan)

*Community Facilities Map.*

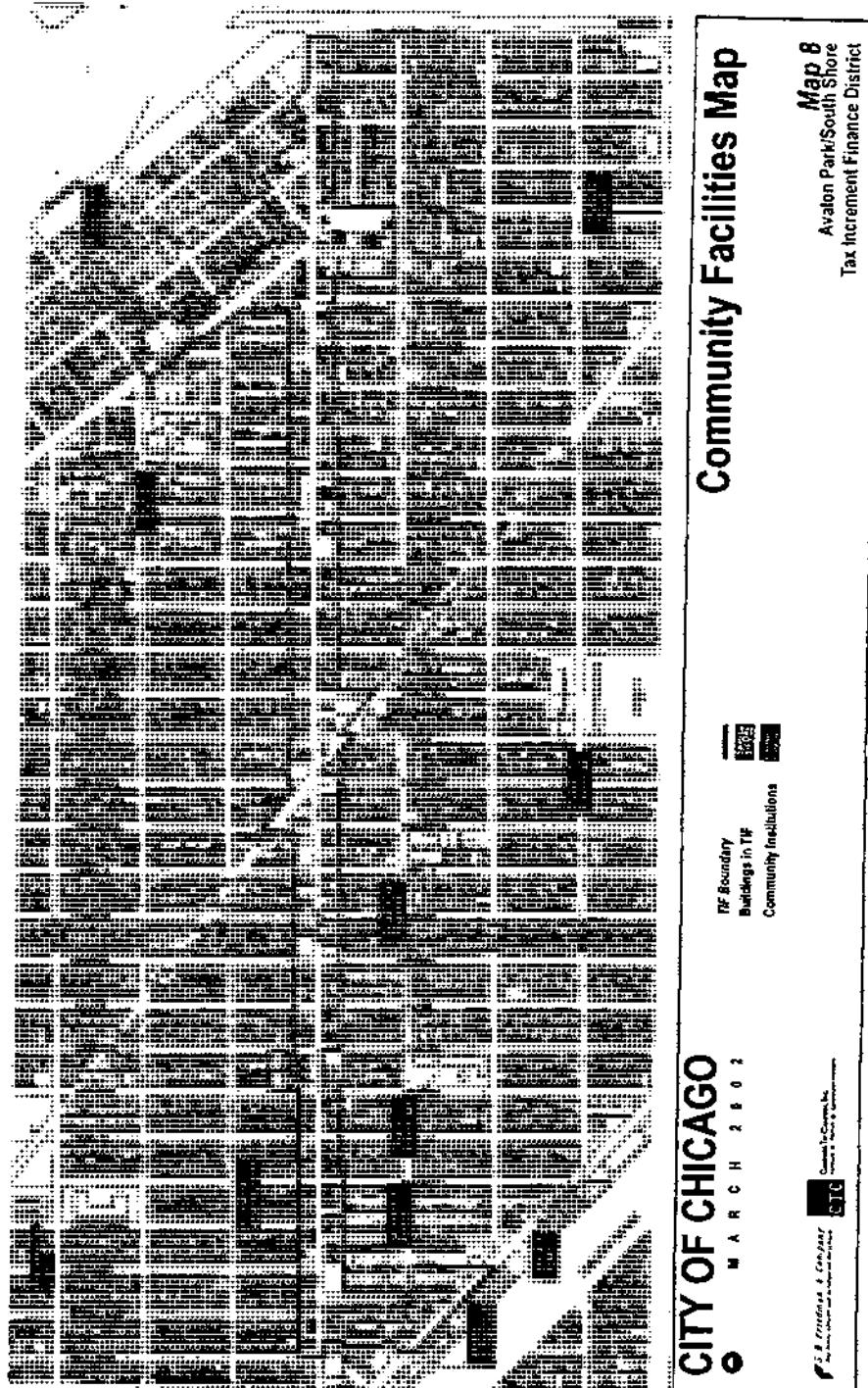


*Exhibit "B".*  
(To Ordinance)

*Certificate.*

State of Illinois    }  
                          )SS.  
County of Cook    )

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 (11<sup>th</sup>) day of June, 2002 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 (11<sup>th</sup>) day of June, 2002.

(Signed) Jennifer Rampke  
Executive Secretary

Resolution 02-CDC-50 referred to in this Certificate reads as follows:

*Community Development Commission  
Of The City Of Chicago*

*Resolution 02-CDC-50*

*Recommending To The City Council Of The City Of Chicago  
For The Proposed Avalon Park/South Shore  
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 Avalon Park/South Shore 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:

Avalon Park/South Shore Redevelopment Project Area Tax Increment Financing District Eligibility Study, Redevelopment Plan and Project (including the Housing Impact Study) (the "Plan"); and

Whereas, The Commission has heretofore passed Resolution 02-CDC-06 on January 8, 2002 that contains the information required by Section 5/11-74.4-4.16(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 Report and the Plan 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 February 13, 2002 at 7:00 P.M. at the Department on Aging's Atlas Center, located at 1767 East 79<sup>th</sup> 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 January 29, 2002 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 5/11-74.4.2 of the Act and, with a good faith effort, 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) 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 Report and Plan were made available for public inspection and review since March 29, 2002, being a date not less than ten (10) days before the Commission meeting at which the Commission adopted Resolution 02-CDC-30 on April 9, 2002 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Planning and Development, Room 1000; and

Whereas, Notice of the availability of the Report and Plan, including how to obtain this information, were sent by mail on April 12, 2002, which is within a reasonable time after the adoption by the Commission of Resolution 02-CDC-30 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, Notice of the Hearing by publication was given at least twice, the first publication being on May 13, 2002, 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 May 24, 2002, 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 May 24, 2002, 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 May 24, 2002, 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 April 12, 2002, 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 Report and Plan 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 April 12, 2002, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, The Hearing was held on June 11, 2002 at 1:00 P.M. at City Hall, City Council Chambers, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Board meeting was convened on May 3, 2002 at 10:00 A.M. (being a date at least fourteen (14) days but not more than twenty-eight (28) days after the date of the mailing of the notice to the taxing districts on April 12, 2002) 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, 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

Whereas, The Commission has reviewed the Report and 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 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 (23<sup>rd</sup>) calendar year following the year of the adoption of the ordinance approving the designation of the Area as a redevelopment project area and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years;

d. 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 would not reasonably be expected to be developed without the use of incremental revenues pursuant to the Act, and such incremental revenues will be exclusively utilized for the development of the Area;

f. 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;

g. 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.

Adopted: June 11, 2002.

[(Sub)Exhibit "A" referred to in this Resolution 02-CDC-50  
constitutes Exhibit "D" to the ordinance and is  
printed on page 91016 of this Journal.]

*Exhibit "C".*  
(To Ordinance)

*Legal Description Of The Avalon Park/South Shore  
Tax Increment Financing Area.*

All that part of the south half of Section 25 and the north half of Section 36 in Township 38 North, Range 14 East of the Third Principal Meridian and the south half of Sections 29 and 30 and the north half of Sections 31 and 32 in Township 38 North, Range 15 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the northeasterly line of South South Chicago Avenue with the southeasterly line of South East End Avenue, said point of beginning being also the westerly most corner of Lot 14 in the subdivision of the west 1,111 feet of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian lying northeast of South South Chicago Avenue; thence northeasterly along said southeasterly line of South East End Avenue to the southeasterly extension of the southwesterly line of Lot 101 in said subdivision of the west 1,111 feet of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian lying northeast of South South Chicago Avenue, said southwesterly line of Lot 101, being also the northeasterly line of the alley northeast of east South South Chicago Avenue; thence northwesterly along said southeasterly extension of the southwesterly line of Lot 101 to the east line of said Lot 101, said east line of Lot 101, being also the west line of South East End Avenue; thence north along said west line of South East End Avenue to the north line of Lot 107 in said subdivision of the west 1,111 feet of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal

Meridian lying northeast of South South Chicago Avenue, said north line of Lot 107, being also the south line of the alley south of East 79<sup>th</sup> Street; thence east along the easterly extension of said north line of Lot 107 to the east line of South East End Avenue; thence north along said east line of South East End Avenue and the northerly extension thereof to the north line of East 79<sup>th</sup> Street; thence west along said north line of East 79<sup>th</sup> Street to the west line of Lot 26 in Block 27 of Southfield, a subdivision of Blocks 17, 18, 19, 22, 23, 24, 26, 27, 28, 29, 30, 31 and 32 in James Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said west line of Lot 26, being also the east line of South East End Avenue; thence north along said east line of South East End Avenue to the south line of Lot 27 in said Block 27 of Southfield, a subdivision of Blocks 17, 18, 19, 22, 23, 24, 26, 27, 28, 29, 30, 31 and 32 in James Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 27, being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said north line of the alley north of East 79<sup>th</sup> Street to the west line of South Jeffery Avenue; thence north along said west line of South Jeffery Avenue to the westerly extension of the south line of Lot 20 in Lipson's Resubdivision of Lots 25, 26, 27 and the south 20 feet of Lot 29 in Block 2 of W. T. Little's Resubdivision of Blocks 1 and 2 of Munson's Subdivision of Block 7 in Carolin's Subdivision of the west half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 20, being also the north line of an alley; thence east along said westerly extension and the north line of said alley and along the easterly extension thereof to the west line of Lot 7 in Block 2 of W. T. Little's Resubdivision of Blocks 1 and 2 of Munson's Subdivision of Block 7 in Carolin's Subdivision of the west half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said west line of Lot 7, being also the east line of the alley east of South Jeffery Avenue; thence north along said west line of Lot 7 in Block 2 of W. T. Little's Resubdivision to the north line of the south 24 feet of said Lot 7; thence east along said north line of the south 24 feet of Lot 7 in Block 2 of W. T. Little's Resubdivision and along the easterly extension thereof to the east line of South Chappel Avenue; thence south along said east line of South Chappel Avenue to the south line of Lot 19 in Block 1 of W. T. Little's Resubdivision of Blocks 1 and 2 of Munson's Subdivision of Block 7 in Carolin's Subdivision of the west half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 19, being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said north line of the alley north of East 79<sup>th</sup> Street and the easterly extension thereof to the east line of South Paxton Avenue; thence south along said east line of South Paxton Avenue to the south line of Lot 24 in Block 2 of Leindecker's Resubdivision of Blocks 1 and 2 in Woodbridge's Subdivision of that part of the west half of the southeast quarter of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian lying south of the right-of-way of the B. P. & C. R. R.,

said south line of Lot 24, being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said north line of the alley north of East 79<sup>th</sup> Street to the west line of South Crandon Avenue; thence north along said west line of South Crandon Avenue to the southwesterly line of Lot 12 in Block 3 of Boyd and Hall's Subdivision of that part north of the B. & O. R. R. in the west half of the southeast quarter of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said southwesterly line of Lot 12, being also the northeasterly line of the former Baltimore and Ohio Railroad right-of-way (now abandoned for railroad purposes) in the east half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian; thence southeast along said northeasterly line of the former Baltimore and Ohio Railroad right-of-way (now abandoned for railroad purposes) in the east half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian to the west line of South Oglesby Avenue; thence north along said west line of South Oglesby Avenue to the westerly extension of the north line of Lot "A" in the consolidation of Lot 18 (except the north 16 feet), Lots 19 to 27, both inclusive, Lot 28 (except the north 10.22 feet), all the private alley lying southwesterly of and adjoining the southwesterly line of Lot 26 and also all of the east and west 16 foot alley, also the north and south 16 foot alley in Watson's and Bartlett's Subdivision of Block 8 in the Circuit Court Partition of the east half of the east half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian; thence east along said westerly extension and the north line of Lot "A" aforesaid, and along the easterly extension thereof to the east line of South Yates Avenue; thence south along said east line of South Yates Avenue to the south line of Lot 21 in Block 13 of South Shore Park, being a subdivision of the west half of the southwest quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, said south line of Lot 21 being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said north line of the alley north of East 79<sup>th</sup> Street and along the easterly extension thereof to the east line of South Colfax Avenue; thence north along said east line of South Colfax Avenue to the north line of the south 50 feet of Lot 45 in Division 2 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian; thence east along said north line of the south 50 feet of Lot 45 in Division 2 of Westfall's Subdivision to the west line of Lot 46 in said division of Westfall's Subdivision; thence south along said west line of Lot 46 in said Block 2 in Division 2 of Westfall's Subdivision to the south line of said Lot 46; thence east along said south line of Lot 46 in Block 2 in Divisions 1 and 2 of Westfall's Subdivision to the west line of South Saginaw Avenue; thence north along said west line of South Saginaw Avenue to the westerly extension of the south line of Lot 29 in Woodruff's Second Addition to Cheltenham, being a subdivision of Lots 49, 50, 51, 52, 54, 56, 58 and 60 in Division 2 of Westfall's Subdivision, said south line of Lot 29 being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said westerly extension and along the north line of the

alley north of East 79<sup>th</sup> Street to the west line of South Escanaba Avenue; thence north along said west line of South Escanaba Avenue to the southwesterly line of South Exchange Avenue; thence northwesterly along said southwesterly line of South Exchange Avenue to the southwesterly extension of the northwesterly line of Lot 1 in Fourth East Addition to Cheltenham Beach, a resubdivision of Lots 29, 31 and 33 of Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, said northwesterly line of Lot 1 being also the southeasterly line of East 77<sup>th</sup> Street; thence northeasterly along said southwesterly extension and the northwesterly line of Lot 1 in Fourth East Addition to Cheltenham Beach to the northeasterly line of the southwesterly 60 feet of said Lot 1; thence southeasterly along said northeasterly line of the southwesterly 60 feet of Lot 1 in Fourth East Addition to Cheltenham Beach to the southeasterly line of said Lot 1, said southeasterly line of Lot 1 being also the northwesterly line of the alley southeast of East 77<sup>th</sup> Street; thence northeasterly along said southeasterly line of Lot 1 in Fourth East Addition to Cheltenham Beach to the southwesterly line of Lot 32 in Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, said southwesterly line of Lot 32 being also the northeasterly line of the alley southwest of South Coles Avenue; thence southeasterly along said southwesterly line of Lot 32 and along the southwesterly line of Lot 34 in said Division 1 of Westfall's Subdivision and along the southeasterly extension thereof to the west most corner of Lot 9 in Third East Addition to Cheltenham Beach, a subdivision of Lots 35 to 40 in Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian; thence southeasterly along the southwesterly line of said Lot 9 in Third East Addition to Cheltenham Beach and along the southeasterly extension thereof to the southeasterly line of East 77<sup>th</sup> Place; thence southwesterly along said southeasterly line of East 77<sup>th</sup> Place to the northeasterly line of the southwesterly 10 feet of Lot 31 in aforesaid Third East Addition to Cheltenham Beach; thence southeasterly along said northeasterly line of the southwesterly 10 feet of Lot 31 in Third East Addition to Cheltenham Beach to the southeasterly line of said Lot 31, said southeasterly line of Lot 31 being also the northwesterly line of the alley southeast of East 77<sup>th</sup> Place; thence northeasterly along said northwesterly line of the alley southeast of East 77<sup>th</sup> Place to the northwesterly extension of the northeasterly line of Lot 1 in Crapo and Elliott's Subdivision of Lot 1 of a subdivision of Lots 41 to 44 in Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian; thence southeasterly along said northwesterly extension and the northeasterly line of Lot 1 in Crapo and Elliott's Subdivision and along the northeasterly line



of Lot 2 in Crapo and Elliott's Subdivision and along the southeasterly extension thereof to northwesterly line of Lots 10 and 11 in the subdivision of Lots 41 to 44 in Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, said northwesterly line of Lots 10 and 11 being also the southeasterly line of the alley northwest of East 78<sup>th</sup> Street; thence southwesterly along said southeasterly line of the alley northwest of East 78<sup>th</sup> Street to the southwesterly line of the northeasterly 8½ feet of Lot 16 in aforesaid subdivision of Lots 41 to 44 in Division 1 of Westfall's Subdivision; thence southeasterly along said southwesterly line of the northeasterly 8½ feet of Lot 16 in the subdivision of Lots 41 to 44 in Division 1 of Westfall's Subdivision to the northwesterly line of East 78<sup>th</sup> Street; thence northeasterly along said northwesterly line of East 78<sup>th</sup> Street to the northwesterly extension of the northeasterly line of the southwesterly 80 feet of Lot 45 in aforesaid Division 1 of Westfall's Subdivision; thence southeasterly along said northwesterly extension and the northeasterly line of the southwesterly 80 feet of Lot 45 in Division 1 of Westfall's Subdivision and along the northeasterly line of the southwesterly 80 feet of Lot 47 in Division 1 of Westfall's Subdivision to the southeasterly line of the northwesterly 50 feet of said Lot 47; thence northeasterly along said southeasterly line of the northwesterly 50 feet of Lot 47 in Division 1 of Westfall's Subdivision to the northeasterly line of said Lot 47; thence southeasterly along said northeasterly line of Lot 47 and along the northeasterly lines of Lots 49 and 51 in aforesaid Division 1 of Westfall's Subdivision and along the southeasterly extension thereof to the northwesterly line of Lots 8 and 9 in First East Addition to Cheltenham Beach, a subdivision of Lots 53 to 59, both inclusive, of aforesaid Division 1 of Westfall's Subdivision, said northwesterly line of Lots 8 and 9 being also the southeasterly line of the alley northwest of East 78<sup>th</sup> Place; thence southwesterly along said southeasterly line of the alley northwest of East 78<sup>th</sup> Place to the southwesterly line of Lot 6 in said First East Addition to Cheltenham Beach; thence southeasterly along said southwesterly line of Lot 6 in first east addition to Cheltenham Beach and along the southeasterly extension thereof to the southeasterly line of East 78<sup>th</sup> Place; thence southwesterly along said southeasterly line of East 78<sup>th</sup> Place to the southwesterly line of Lot 29 in said First East Addition to Cheltenham Beach; thence southeasterly along said southwesterly line of Lot 29 in said First East Addition to Cheltenham Beach to the southeasterly line of said Lot 29, said southeasterly line of Lot 29 being also the northwesterly line of the alley northwest of East Cheltenham Place; thence northeasterly along said northwesterly line of the alley northwest of East Cheltenham Place and along the northeasterly extension thereof to the northeasterly line of South Coles Avenue thence southeasterly along said northeasterly line of South Coles Avenue to the northwesterly line of East Cheltenham Place; thence northeasterly along said northwesterly line of East Cheltenham Place to the northwesterly extension of the northeasterly line of the southwesterly 92.5 feet of Lot 117 in aforesaid Division 1 of Westfall's Subdivision; thence southeasterly

along said northwesterly extension and the northeasterly line of the southwesterly 92.5 feet of Lot 117 in Division 1 of Westfall's Subdivision to the southeasterly line of said Lot 117; thence northeasterly along said southeasterly line of Lot 117 in Division 1 of Westfall's Subdivision to the northeasterly line of the alley lying northeasterly of and adjoining Lots 14 and 16 through 21, both inclusive, in the subdivision of Lots 119, 121 to 124, both inclusive, in said Division 1 of Westfall's Subdivision, said alley being also northeast of South Coles Avenue; thence southeast along said northeasterly line of the alley lying northeasterly of and adjoining Lots 14 and 16 through 21, both inclusive, in the subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision to the north line of the alley lying north of and adjoining Lots 6 through 12, both inclusive, in said subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision, said alley being also north of East 79<sup>th</sup> Street; thence east along said north line of the alley lying north of and adjoining Lots 6 through 12, both inclusive, in said subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision to the westerly most corner of Lot 2 in said subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision; thence southeasterly along the southwesterly line of said Lot 2 in the subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision to the southeasterly line of said Lot 2; thence northeasterly along said southeasterly line of Lot 2 in the subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision and along the northeasterly extension thereof to the northeasterly line of South South Shore Drive; thence southeasterly along said northeasterly line of South South Shore Drive to the north line of East 79<sup>th</sup> Street; thence east along said north line of East 79<sup>th</sup> Street to the northerly extension of the west line of Lot 1 in Illinois Steel Company's South Works Resubdivision of lots, pieces and parcels of land in Section 32, Township 38 North, Range 15 East of the Third Principal Meridian and Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, north of the Indian Boundary Line, said west line of Lot 1 being also the east line of South Brandon Avenue; thence south along said northerly extension and the east line of South Brandon Avenue to the easterly extension of the north line of Lot 11 in Mahan's Subdivision of the east half of the northeast quarter of the northeast quarter of the northeast quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, said north line of Lot 11 being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said easterly extension and the south line of the alley south of East 79<sup>th</sup> Street to the westerly line of Lot 25 in Block 1 of J. R. Crocker's Addition to South Chicago, a subdivision in the east half of the northeast quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, said westerly line of Lot 25 being also the easterly line of South Commercial Avenue; thence south along said easterly line of South Commercial Avenue and the east line of said South Commercial Avenue and the southerly extension thereof to the south line of East 80<sup>th</sup> Street; thence west along said south line of East 80<sup>th</sup> Street to the southerly extension of the east line of Lot 25 in Block 2 of Walter S. Haines'

Subdivision of Blocks 2 and 14 of the Circuit Court Partition of the northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter, also the south half of the southwest quarter of the northeast quarter and the south half of the southeast quarter of the northwest quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, said east line of Lot 25 being also the west line of the alley west of South Exchange Avenue; thence north along said southerly extension and the west line of the alley west of South Exchange Avenue to the north line of Lot 43 in said Block 2 of Walter S. Haines' Subdivision; thence west along said north line of Lot 43 in Block 2 of Walter S. Haines' Subdivision and along the westerly extension thereof to the west line of South Escanaba Avenue; thence north along said west line of South Escanaba Avenue to the north line of Lot 44 in Newberry and Culver's Subdivision of Block 3 of aforesaid Circuit Court Partition; thence west along said north line of Lot 44 in Newberry and Culver's Subdivision and along the westerly extension thereof and along the north line of Lot 5 in said Newberry and Culver's Subdivision to the east line of South Muskegon Avenue; thence south along said east line of South Muskegon Avenue to the easterly extension of the north line of Lot 43 in Fowler's Subdivision of Block 4 in aforesaid Circuit Court Partition; thence west along said easterly extension and the north line of Lot 43 in Fowler's Subdivision of Block 4 in Circuit Court Partition to the west line of said Lot 43, said west line of said Lot 43 being also the east line of the alley east of South Burnham Avenue; thence south along said west line of Lot 43 in Fowler's Subdivision to the easterly extension of the north line of the south 9 feet of Lot 6 in said Fowler's Subdivision, said north line of the south 9 feet of Lot 6 in Fowler's Subdivision being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said south line of the alley south of East 79<sup>th</sup> Street and along the westerly extension thereof to the west line of South Colfax Avenue; thence north along said west line of South Colfax Avenue to the north line of Lot 77 in Block 1 of the 79<sup>th</sup> Street Addition to Cheltenham Beach, a subdivision of that part of the west half of the northwest quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, lying northeasterly of the right-of-way of the Baltimore and Ohio Railroad Co., said north line of Lot 77 being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said south line of the alley south of East 79<sup>th</sup> Street to the east line of South Phillips Avenue; thence south along said east line of South Phillips Avenue to the south line of the 20 foot alley lying southwesterly of and adjoining the southwesterly lines of Lots 20, 21 and 22 in Block 3 of aforesaid 79<sup>th</sup> Street Addition to Cheltenham Beach, said southwesterly line of the alley being also the northeasterly line of the former Baltimore and Ohio Railroad Co. right-of-way (now abandoned for railroad purposes); thence northwesterly along said northeasterly line of the former Baltimore and Ohio Railroad Co. right-of-way (now abandoned for railroad

purposes) to the east line of South Yates Avenue; thence south along said east line of South Yates Avenue to the southeasterly extension of the northeasterly line of Lot 2 in Block 1 of Richardson's Subdivision of the northeast quarter of the northeast quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said northeasterly line of Lot 2 being also the southwesterly line of the former Baltimore and Ohio Railroad Co. right-of-way (now abandoned for railroad purposes); thence northwesterly along said southeasterly extension and the northeasterly line of Lot 2 in Block 1 of Richardson's Subdivision to the west line of said Lot 2, said west line of Lot 2 being also the east line of the alley west of South Yates Avenue; thence south along said west line of Lot 2 in Block 1 of Richardson's Subdivision to the easterly extension of the north line of Lot 36 in said Block 1 of Richardson's Subdivision; thence west along said easterly extension and the north line of Lot 36 in said Block 1 of Richardson's Subdivision to the east line of South Oglesby Avenue; thence south along said east line of South Oglesby Avenue to the easterly extension of the north line of Lot 26 in the resubdivision of Lots 18 to 33, both inclusive, of Block 1, the south third of Lot 15 and Lots 16 to 46, both inclusive, of Block 2, Lots 1 to 48, both inclusive, of Block 7, and Lots 25 to 48, both inclusive, of Block 8 all in Richardson's Subdivision of the northeast quarter of the northeast quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said north line of Lot 26 being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said easterly extension and the south line of the alley south of East 79<sup>th</sup> Street to the west line of South Chappel Avenue; thence north along said west line of South Chappel Avenue to the south line of East 79<sup>th</sup> Street; thence west along said south line of East 79<sup>th</sup> Street to the east line of South Jeffery Avenue; thence south along said east line of South Jeffery Avenue to the easterly extension of the north line of Lot 11 in the resubdivision of Block 1 of L. A. Ostrom's Resubdivision of the east half of the east half of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said north line of Lot 11 being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said easterly extension and the south line of the alley south of East 79<sup>th</sup> Street to the east line of South Bennett Avenue; thence south along said east line of South Bennett Avenue to the easterly extension of the north line of Lot 45 in Block 1 of Fredrick H. Bartlett's 79<sup>th</sup> Street Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said north line of Lot 45 being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said easterly extension and the south line of the alley south of East 79<sup>th</sup> Street to the east line of South Ridgeland Avenue; thence south along said east line of South Ridgeland Avenue to the south line of Lot 30 in Block 2 of said Fredrick H. Bartlett's 79<sup>th</sup> Street Subdivision in the

northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 30 being also the north line of East 80<sup>th</sup> Street; thence east along said north line of East 80<sup>th</sup> Street to the northerly extension of the west line of Lot 1 in Block 3 of said Frederick H. Bartlett's 79<sup>th</sup> Street Subdivision, said west line of Lot 1 being also the east line of the alley west of South Constance Avenue; thence south along said northerly extension and the east line of the alley west of South Constance Avenue and along the southerly extension thereof to the southwesterly line of South South Chicago Avenue; thence northwesterly along said southwesterly line of South South Chicago Avenue to the southeasterly line of Lot 16 in Block 3 of Anthony and Harvey's Subdivision of a strip of land 200 feet in width adjoining and parallel to the Michigan Southern Rail Road and a strip of land 200 feet in width adjoining and parallel to the Pittsburgh, Fort Wayne and Chicago Rail Road running through the west three quarters of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian; thence northeasterly along the northeasterly extension of said southeasterly line of Lot 16 in Block 3 of Anthony and Harvey's Subdivision to the northeasterly line of South South Chicago Avenue; thence northwesterly along said northeasterly line of South South Chicago Avenue to the point of beginning at the southeasterly line of South East End Avenue; all in the City of Chicago, Cook County, Illinois.

*Exhibit "D".*  
(To Ordinance)

*Street Location Of The Area.*

The Avalon Park/South Shore Redevelopment Project Area is roughly rectangular in shape and is generally bounded by South East End Avenue to the west, the alley north of East 79<sup>th</sup> Street to the north, South Brandon Avenue to the east, and the alley south of East 79<sup>th</sup> Street to the south, with sections running northeasterly along South Exchange Avenue to 77<sup>th</sup> Street, south along South Exchange Avenue to East 80<sup>th</sup> Street, and south along South Ridgeland Avenue to South South Chicago Avenue.

7/31/2002

REPORTS OF COMMITTEES

91017

*Exhibit "E".*  
(To Ordinance)

*Redevelopment Area Boundary Map.*



**CITY OF CHICAGO**

MARCH 2002

TIF Boundary  
Buildings in TIF



**TIF Boundary Map**

Avalon Park/South Shore  
Tax Increment Finance District

**F. S. Freedman & Company**

Real Estate Information and Analytics



Compass Technology, Inc.  
Avalon Park/South Shore Tax Increment Finance District

DESIGNATION OF AVALON PARK/SOUTH SHORE REDEVELOPMENT  
PROJECT AREA AS TAX INCREMENT FINANCING DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration an ordinance authorizing designation of the Avalon Park/South Shore 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 Avalon Park/South Shore 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 February 13, 2002 at 7:00 P.M. at the Southeast Atlas Senior Center, a facility of the City's Department on Aging, located at 1767 East 79<sup>th</sup> Street, Chicago, Illinois; and

WHEREAS, The Plan (including the related eligibility report, 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 on March 29, 2002 being a date not less than ten (10) days before the date scheduled for the meeting of the Community Development Commission of the City (the "Commission") at which the Commission adopted Resolution 02-CDC-30 on April 9, 2002 accepting the Plan for review and 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 April 12, 2002, which is within a reasonable time after the adoption by the Commission of Resolution 02-CDC-30 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 May 3, 2002 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



June 11, 2002, at 1:00 P.M.; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 02-CDC-50, 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 Avalon Park/South Shore 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 conservation 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. Superceder. 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 91030 of this *Journal*.]

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

*Exhibit "A".*

*Legal Description Of The Avalon Park/South Shore  
Tax Increment Financing Area.*

All that part of the south half of Section 25 and the north half of Section 36 in Township 38 North, Range 14 East of the Third Principal Meridian and the south half of Sections 29 and 30 and the north half of Sections 31 and 32 in Township 38 North, Range 15 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the northeasterly line of South South Chicago Avenue with the southeasterly line of South East End Avenue, said point of beginning being also the westerly most corner of Lot 14 in the subdivision of the west 1,111 feet of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian lying

northeast of South South Chicago Avenue; thence northeasterly along said southeasterly line of South East End Avenue to the southeasterly extension of the southwesterly line of Lot 101 in said subdivision of the west 1,111 feet of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian lying northeast of South South Chicago Avenue, said southwesterly line of Lot 101, being also the northeasterly line of the alley northeast of east South South Chicago Avenue; thence northwesterly along said southeasterly extension of the southwesterly line of Lot 101 to the east line of said Lot 101, said east line of Lot 101, being also the west line of South East End Avenue; thence north along said west line of South East End Avenue to the north line of Lot 107 in said subdivision of the west 1,111 feet of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian lying northeast of South South Chicago Avenue, said north line of Lot 107, being also the south line of the alley south of East 79<sup>th</sup> Street; thence east along the easterly extension of said north line of Lot 107 to the east line of South East End Avenue; thence north along said east line of South East End Avenue and the northerly extension thereof to the north line of East 79<sup>th</sup> Street; thence west along said north line of East 79<sup>th</sup> Street to the west line of Lot 26 in Block 27 of Southfield, a subdivision of Blocks 17, 18, 19, 22, 23, 24, 26, 27, 28, 29, 30, 31 and 32 in James Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said west line of Lot 26, being also the east line of South East End Avenue; thence north along said east line of South East End Avenue to the south line of Lot 27 in said Block 27 of Southfield, a subdivision of Blocks 17, 18, 19, 22, 23, 24, 26, 27, 28, 29, 30, 31 and 32 in James Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 27, being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said north line of the alley north of East 79<sup>th</sup> Street to the west line of South Jeffery Avenue; thence north along said west line of South Jeffery Avenue to the westerly extension of the south line of Lot 20 in Lipson's Resubdivision of Lots 25, 26, 27 and the south 20 feet of Lot 29 in Block 2 of W. T. Little's Resubdivision of Blocks 1 and 2 of Munson's Subdivision of Block 7 in Carolin's Subdivision of the west half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 20, being also the north line of an alley; thence east along said westerly extension and the north line of said alley and along the easterly extension thereof to the west line of Lot 7 in Block 2 of W. T. Little's Resubdivision of Blocks 1 and 2 of Munson's Subdivision of Block 7 in Carolin's Subdivision of the west half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said west line of Lot 7, being also the east line of the alley east of South Jeffery Avenue; thence north along said west line of Lot 7 in Block 2 of W. T. Little's Resubdivision to the north line of the south 24 feet of said Lot 7; thence east along said north line of the south 24 feet of Lot 7 in Block 2 of W. T. Little's Resubdivision and along the easterly extension thereof to the east line of

South Chappel Avenue; thence south along said east line of South Chappel Avenue to the south line of Lot 19 in Block 1 of W. T. Little's Resubdivision of Blocks 1 and 2 of Munson's Subdivision of Block 7 in Carolin's Subdivision of the west half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 19, being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said north line of the alley north of East 79<sup>th</sup> Street and the easterly extension thereof to the east line of South Paxton Avenue; thence south along said east line of South Paxton Avenue to the south line of Lot 24 in Block 2 of Leindecker's Resubdivision of Blocks 1 and 2 in Woodbridge's Subdivision of that part of the west half of the southeast quarter of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian lying south of the right-of-way of the B. P. & C. R. R., said south line of Lot 24, being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said north line of the alley north of East 79<sup>th</sup> Street to the west line of South Crandon Avenue; thence north along said west line of South Crandon Avenue to the southwesterly line of Lot 12 in Block 3 of Boyd and Hall's Subdivision of that part north of the B. & O. R. R. in the west half of the southeast quarter of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said southwesterly line of Lot 12, being also the northeasterly line of the former Baltimore and Ohio Railroad right-of-way (now abandoned for railroad purposes) in the east half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian; thence southeast along said northeasterly line of the former Baltimore and Ohio Railroad right-of-way (now abandoned for railroad purposes) in the east half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian to the west line of South Oglesby Avenue; thence north along said west line of South Oglesby Avenue to the westerly extension of the north line of Lot "A" in the consolidation of Lot 18 (except the north 16 feet), Lots 19 to 27, both inclusive, Lot 28 (except the north 10.22 feet), all the private alley lying southwesterly of and adjoining the southwesterly line of Lot 26 and also all of the east and west 16 foot alley, also the north and south 16 foot alley in Watson's and Bartlett's Subdivision of Block 8 in the Circuit Court Partition of the east half of the east half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian; thence east along said westerly extension and the north line of Lot "A" aforesaid, and along the easterly extension thereof to the east line of South Yates Avenue; thence south along said east line of South Yates Avenue to the south line of Lot 21 in Block 13 of South Shore Park, being a subdivision of the west half of the southwest quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, said south line of Lot 21 being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said north line of the alley north of East 79<sup>th</sup> Street and along the easterly extension thereof to the east line of South Colfax Avenue; thence north along said east line of South Colfax Avenue to the north line of the south 50 feet of Lot 45 in Division 2 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast

fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian; thence east along said north line of the south 50 feet of Lot 45 in Division 2 of Westfall's Subdivision to the west line of Lot 46 in said division of Westfall's Subdivision; thence south along said west line of Lot 46 in said Block 2 in Division 2 of Westfall's Subdivision to the south line of said Lot 46; thence east along said south line of Lot 46 in Block 2 in Divisions 1 and 2 of Westfall's Subdivision to the west line of South Saginaw Avenue; thence north along said west line of South Saginaw Avenue to the westerly extension of the south line of Lot 29 in Woodruff's Second Addition to Cheltenham, being a subdivision of Lots 49, 50, 51, 52, 54, 56, 58 and 60 in Division 2 of Westfall's Subdivision, said south line of Lot 29 being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said westerly extension and along the north line of the alley north of East 79<sup>th</sup> Street to the west line of South Escanaba Avenue; thence north along said west line of South Escanaba Avenue to the southwesterly line of South Exchange Avenue; thence northwesterly along said southwesterly line of South Exchange Avenue to the southwesterly extension of the northwesterly line of Lot 1 in Fourth East Addition to Cheltenham Beach, a resubdivision of Lots 29, 31 and 33 of Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, said northwesterly line of Lot 1 being also the southeasterly line of East 77<sup>th</sup> Street; thence northeasterly along said southwesterly extension and the northwesterly line of Lot 1 in Fourth East Addition to Cheltenham Beach to the northeasterly line of the southwesterly 60 feet of said Lot 1; thence southeasterly along said northeasterly line of the southwesterly 60 feet of Lot 1 in Fourth East Addition to Cheltenham Beach to the southeasterly line of said Lot 1, said southeasterly line of Lot 1 being also the northwesterly line of the alley southeast of East 77<sup>th</sup> Street; thence northeasterly along said southeasterly line of Lot 1 in Fourth East Addition to Cheltenham Beach to the southwesterly line of Lot 32 in Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, said southwesterly line of Lot 32 being also the northeasterly line of the alley southwest of South Coles Avenue; thence southeasterly along said southwesterly line of Lot 32 and along the southwesterly line of Lot 34 in said Division 1 of Westfall's Subdivision and along the southeasterly extension thereof to the west most corner of Lot 9 in Third East Addition to Cheltenham Beach, a subdivision of Lots 35 to 40 in Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian; thence southeasterly along the southwesterly line of said Lot 9 in Third East Addition to Cheltenham Beach and along the southeasterly extension thereof to the southeasterly line of East 77<sup>th</sup> Place; thence southwesterly along said southeasterly line of East 77<sup>th</sup> Place to the northeasterly line of the southwesterly 10 feet of Lot 31 in aforesaid Third East Addition to Cheltenham

Beach; thence southeasterly along said northeasterly line of the southwesterly 10 feet of Lot 31 in Third East Addition to Cheltenham Beach to the southeasterly line of said Lot 31, said southeasterly line of Lot 31 being also the northwesterly line of the alley southeast of East 77<sup>th</sup> Place; thence northeasterly along said northwesterly line of the alley southeast of East 77<sup>th</sup> Place to the northwesterly extension of the northeasterly line of Lot 1 in Crapo and Elliott's Subdivision of Lot 1 of a subdivision of Lots 41 to 44 in Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian; thence southeasterly along said northwesterly extension and the northeasterly line of Lot 1 in Crapo and Elliott's Subdivision and along the northeasterly line of Lot 2 in Crapo and Elliott's Subdivision and along the southeasterly extension thereof to northwesterly line of Lots 10 and 11 in the subdivision of Lots 41 to 44 in Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, said northwesterly line of Lots 10 and 11 being also the southeasterly line of the alley northwest of East 78<sup>th</sup> Street; thence southwesterly along said southeasterly line of the alley northwest of East 78<sup>th</sup> Street to the southwesterly line of the northeasterly 8½ feet of Lot 16 in aforesaid subdivision of Lots 41 to 44 in Division 1 of Westfall's Subdivision; thence southeasterly along said southwesterly line of the northeasterly 8½ feet of Lot 16 in the subdivision of Lots 41 to 44 in Division 1 of Westfall's Subdivision to the northwesterly line of East 78<sup>th</sup> Street; thence northeasterly along said northwesterly line of East 78<sup>th</sup> Street to the northwesterly extension of the northeasterly line of the southwesterly 80 feet of Lot 45 in aforesaid Division 1 of Westfall's Subdivision; thence southeasterly along said northwesterly extension and the northeasterly line of the southwesterly 80 feet of Lot 45 in Division 1 of Westfall's Subdivision and along the northeasterly line of the southwesterly 80 feet of Lot 47 in Division 1 of Westfall's Subdivision to the southeasterly line of the northwesterly 50 feet of said Lot 47; thence northeasterly along said southeasterly line of the northwesterly 50 feet of Lot 47 in Division 1 of Westfall's Subdivision to the northeasterly line of said Lot 47; thence southeasterly along said northeasterly line of Lot 47 and along the northeasterly lines of Lots 49 and 51 in aforesaid Division 1 of Westfall's Subdivision and along the southeasterly extension thereof to the northwesterly line of Lots 8 and 9 in First East Addition to Cheltenham Beach, a subdivision of Lots 53 to 59, both inclusive, of aforesaid Division 1 of Westfall's Subdivision, said northwesterly line of Lots 8 and 9 being also the southeasterly line of the alley northwest of East 78<sup>th</sup> Place; thence southwesterly along said southeasterly line of the alley northwest of East 78<sup>th</sup> Place to the southwesterly line of Lot 6 in said First East Addition to Cheltenham Beach; thence southeasterly along said southwesterly line of Lot 6 in First East Addition to Cheltenham Beach and along the southeasterly extension thereof to the southeasterly line of East 78<sup>th</sup> Place; thence southwesterly along said southeasterly line of East 78<sup>th</sup>

Place to the southwesterly line of Lot 29 in said First East Addition to Cheltenham Beach; thence southeasterly along said southwesterly line of Lot 29 in said First East Addition to Cheltenham Beach to the southeasterly line of said Lot 29, said southeasterly line of Lot 29 being also the northwesterly line of the alley northwest of East Cheltenham Place; thence northeasterly along said northwesterly line of the alley northwest of East Cheltenham Place and along the northeasterly extension thereof to the northeasterly line of South Coles Avenue; thence southeasterly along said northeasterly line of South Coles Avenue to the northwesterly line of East Cheltenham Place; thence northeasterly along said northwesterly line of East Cheltenham Place to the northwesterly extension of the northeasterly line of the southwesterly 92.5 feet of Lot 117 in aforesaid Division 1 of Westfall's Subdivision; thence southeasterly along said northwesterly extension and the northeasterly line of the southwesterly 92.5 feet of Lot 117 in Division 1 of Westfall's Subdivision to the southeasterly line of said Lot 117; thence northeasterly along said southeasterly line of Lot 117 in Division 1 of Westfall's Subdivision to the northeasterly line of the alley lying northeasterly of and adjoining Lots 14 and 16 through 21, both inclusive, in the subdivision of Lots 119, 121 to 124, both inclusive, in said Division 1 of Westfall's Subdivision, said alley being also northeast of South Coles Avenue; thence southeast along said northeasterly line of the alley lying northeasterly of and adjoining Lots 14 and 16 through 21, both inclusive, in the subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision to the north line of the alley lying north of and adjoining Lots 6 through 12, both inclusive, in said subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision, said alley being also north of East 79<sup>th</sup> Street; thence east along said north line of the alley lying north of and adjoining Lots 6 through 12, both inclusive, in said subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision to the westerly most corner of Lot 2 in said subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision; thence southeasterly along the southwesterly line of said Lot 2 in the subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision to the southeasterly line of said Lot 2; thence northeasterly along said southeasterly line of Lot 2 in the subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision and along the northeasterly extension thereof to the northeasterly line of South South Shore Drive; thence southeasterly along said northeasterly line of South South Shore Drive to the north line of East 79<sup>th</sup> Street; thence east along said north line of East 79<sup>th</sup> Street to the northerly extension of the west line of Lot 1 in Illinois Steel Company's South Works Resubdivision of lots, pieces and parcels of land in Section 32, Township 38 North, Range 15 East of the Third Principal Meridian and Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, north of the Indian Boundary Line, said west line of Lot 1 being also the east line of South Brandon Avenue; thence south along said northerly extension and the east line of South Brandon Avenue to the easterly extension of the north line of Lot 11 in Mahan's Subdivision of the east half of the northeast quarter of the

northeast quarter of the northeast quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, said north line of Lot 11 being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said easterly extension and the south line of the alley south of East 79<sup>th</sup> Street to the westerly line of Lot 25 in Block 1 of J. R. Crocker's Addition to South Chicago, a subdivision in the east half of the northeast quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, said westerly line of Lot 25 being also the easterly line of South Commercial Avenue; thence south along said easterly line of South Commercial Avenue and the east line of said South Commercial Avenue and the southerly extension thereof to the south line of East 80<sup>th</sup> Street; thence west along said south line of East 80<sup>th</sup> Street to the southerly extension of the east line of Lot 25 in Block 2 of Walter S. Haines' Subdivision of Blocks 2 and 14 of the Circuit Court Partition of the northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter, also the south half of the southwest quarter of the northeast quarter and the south half of the southeast quarter of the northwest quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, said east line of Lot 25 being also the west line of the alley west of South Exchange Avenue; thence north along said southerly extension and the west line of the alley west of South Exchange Avenue to the north line of Lot 43 in said Block 2 of Walter S. Haines' Subdivision; thence west along said north line of Lot 43 in Block 2 of Walter S. Haines' Subdivision and along the westerly extension thereof to the west line of South Escanaba Avenue; thence north along said west line of South Escanaba Avenue to the north line of Lot 44 in Newberry and Culver's Subdivision of Block 3 of aforesaid Circuit Court Partition; thence west along said north line of Lot 44 in Newberry and Culver's Subdivision and along the westerly extension thereof and along the north line of Lot 5 in said Newberry and Culver's Subdivision to the east line of South Muskegon Avenue; thence south along said east line of South Muskegon Avenue to the easterly extension of the north line of Lot 43 in Fowler's Subdivision of Block 4 in aforesaid Circuit Court Partition; thence west along said easterly extension and the north line of Lot 43 in Fowler's Subdivision of Block 4 in Circuit Court Partition to the west line of said Lot 43, said west line of said Lot 43 being also the east line of the alley east of South Burnham Avenue; thence south along said west line of Lot 43 in Fowler's Subdivision to the easterly extension of the north line of the south 9 feet of Lot 6 in said Fowler's Subdivision, said north line of the south 9 feet of Lot 6 in Fowler's Subdivision being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said south line of the alley south of East 79<sup>th</sup> Street and along the westerly extension thereof to the west line of South Colfax Avenue; thence north along said west line of South Colfax Avenue to the north line of Lot 77 in Block 1 of the 79<sup>th</sup> Street Addition to Cheltenham Beach, a subdivision of that part of the west half of the northwest quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, lying northeasterly of the right-of-way of the Baltimore and Ohio Railroad Co., said north line of Lot 77 being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said south line of



the alley south of East 79<sup>th</sup> Street to the east line of South Phillips Avenue; thence south along said east line of South Phillips Avenue to the south line of the 20 foot alley lying southwesterly of and adjoining the southwesterly lines of Lots 20, 21 and 22 in Block 3 of aforesaid 79<sup>th</sup> Street Addition to Cheltenham Beach, said southwesterly line of the alley being also the northeasterly line of the former Baltimore and Ohio Railroad Co. right-of-way (now abandoned for railroad purposes); thence northwesterly along said northeasterly line of the former Baltimore and Ohio Railroad Co. right-of-way (now abandoned for railroad purposes) to the east line of South Yates Avenue; thence south along said east line of South Yates Avenue to the southeasterly extension of the northeasterly line of Lot 2 in Block 1 of Richardson's Subdivision of the northeast quarter of the northeast quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said northeasterly line of Lot 2 being also the southwesterly line of the former Baltimore and Ohio Railroad Co. right-of-way (now abandoned for railroad purposes); thence northwesterly along said southeasterly extension and the northeasterly line of Lot 2 in Block 1 of Richardson's Subdivision to the west line of said Lot 2, said west line of Lot 2 being also the east line of the alley west of South Yates Avenue; thence south along said west line of Lot 2 in Block 1 of Richardson's Subdivision to the easterly extension of the north line of Lot 36 in said Block 1 of Richardson's Subdivision; thence west along said easterly extension and the north line of Lot 36 in said Block 1 of Richardson's Subdivision to the east line of South Oglesby Avenue; thence south along said east line of South Oglesby Avenue to the easterly extension of the north line of Lot 26 in the resubdivision of Lots 18 to 33, both inclusive, of Block 1, the south third of Lot 15 and Lots 16 to 46, both inclusive, of Block 2, Lots 1 to 48, both inclusive, of Block 7, and Lots 25 to 48, both inclusive, of Block 8 all in Richardson's Subdivision of the northeast quarter of the northeast quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said north line of Lot 26 being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said easterly extension and the south line of the alley south of East 79<sup>th</sup> Street to the west line of South Chappel Avenue; thence north along said west line of South Chappel Avenue to the south line of East 79<sup>th</sup> Street; thence west along said south line of East 79<sup>th</sup> Street to the east line of South Jeffery Avenue; thence south along said east line of South Jeffery Avenue to the easterly extension of the north line of Lot 11 in the resubdivision of Block 1 of L. A. Ostrom's Resubdivision of the east half of the east half of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said north line of Lot 11 being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said easterly extension and the south line of the alley south of East 79<sup>th</sup> Street to the east line of South Bennett Avenue; thence south along said east line of South Bennett Avenue to the easterly extension of the north line of Lot 45 in Block 1 of Fredrick H. Bartlett's 79<sup>th</sup> Street Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said north line of Lot 45 being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said easterly extension and the south line of

the alley south of East 79<sup>th</sup> Street to the east line of South Ridgeland Avenue; thence south along said east line of South Ridgeland Avenue to the south line of Lot 30 in Block 2 of said Fredrick H. Bartlett's 79<sup>th</sup> Street Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 30 being also the north line of East 80<sup>th</sup> Street; thence east along said north line of East 80<sup>th</sup> Street to the northerly extension of the west line of Lot 1 in Block 3 of said Frederick H. Bartlett's 79<sup>th</sup> Street Subdivision, said west line of Lot 1 being also the east line of the alley west of South Constance Avenue; thence south along said northerly extension and the east line of the alley west of South Constance Avenue and along the southerly extension thereof to the southwesterly line of South South Chicago Avenue; thence northwesterly along said southwesterly line of South South Chicago Avenue to the southeasterly line of Lot 16 in Block 3 of Anthony and Harvey's Subdivision of a strip of land 200 feet in width adjoining and parallel to the Michigan Southern Rail Road and a strip of land 200 feet in width adjoining and parallel to the Pittsburgh, Fort Wayne and Chicago Rail Road running through the west three quarters of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian; thence northeasterly along the northeasterly extension of said southeasterly line of Lot 16 in Block 3 of Anthony and Harvey's Subdivision to the northeasterly line of South South Chicago Avenue; thence northwesterly along said northeasterly line of South South Chicago Avenue to the point of beginning at the southeasterly line of South East End Avenue; all in the City of Chicago, Cook County, Illinois.

*Exhibit "B".*

*Street Location Of The Area.*

The Avalon Park/South Shore Redevelopment Project Area is roughly rectangular in shape and is generally bounded by South East End Avenue to the west, the alley north of East 79<sup>th</sup> Street to the north, South Brandon Avenue to the east, and the alley south of East 79<sup>th</sup> Street to the south, with sections running northeasterly along South Exchange Avenue to East 77<sup>th</sup> Street, south along South Exchange Avenue to East 80<sup>th</sup> Street, and south along South Ridgeland Avenue to South South Chicago Avenue.

## Exhibit "C".

*Redevelopment Project Area Boundary Map.***TIF Boundary Map**

Avalon Park/South Shore  
Tax Increment Finance District

**CITY OF CHICAGO**  
MARCH 2002

TIF Boundary  
Buildings in TIF



F. S. & Friedman & Company  
Map Makers & Planners

**GTC**

Chicago Tax Increment Finance District  
Map Makers & Planners

ADOPTION OF TAX INCREMENT ALLOCATION FINANCING FOR  
AVALON PARK/SOUTH SHORE REDEVELOPMENT  
PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the adoption of tax increment financing for the Avalon Park/South Shore 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 Avalon Park/South Shore 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 02-CDC-50, 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 Approving A Redevelopment Plan For The Avalon Park South Shore Redevelopment Project Area and has heretofore designated the Area as a redevelopment project area by passage of an Ordinance Designating The Avalon Park/South Shore 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

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 "Avalon Park/South Shore 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. Superceder. 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 90142 of this *Journal*.]

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

*Exhibit "A".*

*Legal Description Of The Avalon Park/South Shore  
Tax Increment Financing Area.*

All that part of the south half of Section 25 and the north half of Section 36 in Township 38 North, Range 14 East of the Third Principal Meridian and the south half of Sections 29 and 30 and the north half of Sections 31 and 32 in Township 38

North, Range 15 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the northeasterly line of South South Chicago Avenue with the southeasterly line of South East End Avenue, said point of beginning being also the westerly most corner of Lot 14 in the subdivision of the west 1,111 feet of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian lying northeast of South South Chicago Avenue; thence northeasterly along said southeasterly line of South East End Avenue to the southeasterly extension of the southwesterly line of Lot 101 in said subdivision of the west 1,111 feet of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian lying northeast of South South Chicago Avenue, said southwesterly line of Lot 101, being also the northeasterly line of the alley northeast of east South South Chicago Avenue; thence northwesterly along said southeasterly extension of the southwesterly line of Lot 101 to the east line of said Lot 101, said east line of Lot 101, being also the west line of South East End Avenue; thence north along said west line of South East End Avenue to the north line of Lot 107 in said subdivision of the west 1,111 feet of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian lying northeast of South South Chicago Avenue, said north line of Lot 107, being also the south line of the alley south of East 79<sup>th</sup> Street; thence east along the easterly extension of said north line of Lot 107 to the east line of South East End Avenue; thence north along said east line of South East End Avenue and the northerly extension thereof to the north line of East 79<sup>th</sup> Street; thence west along said north line of East 79<sup>th</sup> Street to the west line of Lot 26 in Block 27 of Southfield, a subdivision of Blocks 17, 18, 19, 22, 23, 24, 26, 27, 28, 29, 30, 31 and 32 in James Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said west line of Lot 26, being also the east line of South East End Avenue; thence north along said east line of South East End Avenue to the south line of Lot 27 in said Block 27 of Southfield, a subdivision of Blocks 17, 18, 19, 22, 23, 24, 26, 27, 28, 29, 30, 31 and 32 in James Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 27, being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said north line of the alley north of East 79<sup>th</sup> Street to the west line of South Jeffery Avenue; thence north along said west line of South Jeffery Avenue to the westerly extension of the south line of Lot 20 in Lipson's Resubdivision of Lots 25, 26, 27 and the south 20 feet of Lot 29 in Block 2 of W. T. Little's Resubdivision of Blocks 1 and 2 of Munson's Subdivision of Block 7 in Carolin's Subdivision of the west half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 20, being also the north line of an alley; thence east along said westerly extension and the north line of said alley and along the easterly extension thereof to the west line of Lot 7 in Block 2 of W. T. Little's

Resubdivision of Blocks 1 and 2 of Munson's Subdivision of Block 7 in Carolin's Subdivision of the west half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said west line of Lot 7, being also the east line of the alley east of South Jeffery Avenue; thence north along said west line of Lot 7 in Block 2 of W. T. Little's Resubdivision to the north line of the south 24 feet of said Lot 7; thence east along said north line of the south 24 feet of Lot 7 in Block 2 of W. T. Little's Resubdivision and along the easterly extension thereof to the east line of South Chappel Avenue; thence south along said east line of South Chappel Avenue to the south line of Lot 19 in Block 1 of W. T. Little's Resubdivision of Blocks 1 and 2 of Munson's Subdivision of Block 7 in Carolin's Subdivision of the west half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 19, being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said north line of the alley north of East 79<sup>th</sup> Street and the easterly extension thereof to the east line of South Paxton Avenue; thence south along said east line of South Paxton Avenue to the south line of Lot 24 in Block 2 of Leindecker's Resubdivision of Blocks 1 and 2 in Woodbridge's Subdivision of that part of the west half of the southeast quarter of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian lying south of the right-of-way of the B. P. & C. R. R., said south line of Lot 24, being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said north line of the alley north of East 79<sup>th</sup> Street to the west line of South Crandon Avenue; thence north along said west line of South Crandon Avenue to the southwesterly line of Lot 12 in Block 3 of Boyd and Hall's Subdivision of that part north of the B. & O. R. R. in the west half of the southeast quarter of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, said southwesterly line of Lot 12, being also the northeasterly line of the former Baltimore and Ohio Railroad right-of-way (now abandoned for railroad purposes) in the east half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian; thence southeast along said northeasterly line of the former Baltimore and Ohio Railroad right-of-way (now abandoned for railroad purposes) in the east half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian to the west line of South Oglesby Avenue; thence north along said west line of South Oglesby Avenue to the westerly extension of the north line of Lot "A" in the consolidation of Lot 18 (except the north 16 feet), Lots 19 to 27, both inclusive, Lot 28 (except the north 10.22 feet), all the private alley lying southwesterly of and adjoining the southwesterly line of Lot 26 and also all of the east and west 16 foot alley, also the north and south 16 foot alley in Watson's and Bartlett's Subdivision of Block 8 in the Circuit Court Partition of the east half of the east half of the southeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian; thence east along said westerly extension and the north line of Lot "A" aforesaid, and along the easterly extension thereof to the east line of South Yates Avenue; thence south along said east line of South Yates Avenue to the south line of Lot 21 in Block 13 of South Shore Park, being a subdivision of the west



half of the southwest quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, said south line of Lot 21 being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said north line of the alley north of East 79<sup>th</sup> Street and along the easterly extension thereof to the east line of South Colfax Avenue; thence north along said east line of South Colfax Avenue to the north line of the south 50 feet of Lot 45 in Division 2 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian; thence east along said north line of the south 50 feet of Lot 45 in Division 2 of Westfall's Subdivision to the west line of Lot 46 in said division of Westfall's Subdivision; thence south along said west line of Lot 46 in said Block 2 in Division 2 of Westfall's Subdivision to the south line of said Lot 46; thence east along said south line of Lot 46 in Block 2 in Divisions 1 and 2 of Westfall's Subdivision to the west line of South Saginaw Avenue; thence north along said west line of South Saginaw Avenue to the westerly extension of the south line of Lot 29 in Woodruff's Second Addition to Cheltenham, being a subdivision of Lots 49, 50, 51, 52, 54, 56, 58 and 60 in Division 2 of Westfall's Subdivision, said south line of Lot 29 being also the north line of the alley north of East 79<sup>th</sup> Street; thence east along said westerly extension and along the north line of the alley north of East 79<sup>th</sup> Street to the west line of South Escanaba Avenue; thence north along said west line of South Escanaba Avenue to the southwesterly line of South Exchange Avenue; thence northwesterly along said southwesterly line of South Exchange Avenue to the southwesterly extension of the northwesterly line of Lot 1 in Fourth East Addition to Cheltenham Beach, a resubdivision of Lots 29, 31 and 33 of Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, said northwesterly line of Lot 1 being also the southeasterly line of East 77<sup>th</sup> Street; thence northeasterly along said southwesterly extension and the northwesterly line of Lot 1 in Fourth East Addition to Cheltenham Beach to the northeasterly line of the southwesterly 60 feet of said Lot 1; thence southeasterly along said northeasterly line of the southwesterly 60 feet of Lot 1 in Fourth East Addition to Cheltenham Beach to the southeasterly line of said Lot 1, said southeasterly line of Lot 1 being also the northwesterly line of the alley southeast of East 77<sup>th</sup> Street; thence northeasterly along said southeasterly line of Lot 1 in Fourth East Addition to Cheltenham Beach to the southwesterly line of Lot 32 in Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, said southwesterly line of Lot 32 being also the northeasterly line of the alley southwest of South Coles Avenue; thence southeasterly along said southwesterly line of Lot 32 and along the southwesterly line of Lot 34 in said Division 1 of Westfall's Subdivision and along the southeasterly extension thereof to the west most corner of Lot 9 in Third East Addition to Cheltenham Beach, a subdivision of Lots 35 to 40 in

Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian; thence southeasterly along the southwesterly line of said Lot 9 in Third East Addition to Cheltenham Beach and along the southeasterly extension thereof to the southeasterly line of East 77<sup>th</sup> Place; thence southwesterly along said southeasterly line of East 77<sup>th</sup> Place to the northeasterly line of the southwesterly 10 feet of Lot 31 in aforesaid Third East Addition to Cheltenham Beach; thence southeasterly along said northeasterly line of the southwesterly 10 feet of Lot 31 in Third East Addition to Cheltenham Beach to the southeasterly line of said Lot 31, said southeasterly line of Lot 31 being also the northwesterly line of the alley southeast of East 77<sup>th</sup> Place; thence northeasterly along said northwesterly line of the alley southeast of East 77<sup>th</sup> Place to the northwesterly extension of the northeasterly line of Lot 1 in Crapo and Elliott's Subdivision of Lot 1 of a subdivision of Lots 41 to 44 in Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian; thence southeasterly along said northwesterly extension and the northeasterly line of Lot 1 in Crapo and Elliott's Subdivision and along the northeasterly line of Lot 2 in Crapo and Elliott's Subdivision and along the southeasterly extension thereof to northwesterly line of Lots 10 and 11 in the subdivision of Lots 41 to 44 in Division 1 of Westfall's Subdivision of 208 acres, being a subdivision of the east half of the southwest quarter and the southeast fractional quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian, said northwesterly line of Lots 10 and 11 being also the southeasterly line of the alley northwest of East 78<sup>th</sup> Street; thence southwesterly along said southeasterly line of the alley northwest of East 78<sup>th</sup> Street to the southwesterly line of the northeasterly 8½ feet of Lot 16 in aforesaid subdivision of Lots 41 to 44 in Division 1 of Westfall's Subdivision; thence southeasterly along said southwesterly line of the northeasterly 8½ feet of Lot 16 in the subdivision of Lots 41 to 44 in Division 1 of Westfall's Subdivision to the northwesterly line of East 78<sup>th</sup> Street; thence northeasterly along said northwesterly line of East 78<sup>th</sup> Street to the northwesterly extension of the northeasterly line of the southwesterly 80 feet of Lot 45 in aforesaid Division 1 of Westfall's Subdivision; thence southeasterly along said northwesterly extension and the northeasterly line of the southwesterly 80 feet of Lot 45 in Division 1 of Westfall's Subdivision and along the northeasterly line of the southwesterly 80 feet of Lot 47 in Division 1 of Westfall's Subdivision to the southeasterly line of the northwesterly 50 feet of said Lot 47; thence northeasterly along said southeasterly line of the northwesterly 50 feet of Lot 47 in Division 1 of Westfall's Subdivision to the northeasterly line of said Lot 47; thence southeasterly along said northeasterly line of Lot 47 and along the northeasterly lines of Lots 49 and 51 in aforesaid Division 1 of Westfall's Subdivision and along the southeasterly extension thereof to the northwesterly line of Lots 8 and 9 in First East Addition to Cheltenham Beach, a Subdivision of Lots 53 to 59,

both inclusive, of aforesaid Division 1 of Westfall's Subdivision, said northwesterly line of Lots 8 and 9 being also the southeasterly line of the alley northwest of East 78<sup>th</sup> Place; thence southwesterly along said southeasterly line of the alley northwest of East 78<sup>th</sup> Place to the southwesterly line of Lot 6 in said First East Addition to Cheltenham Beach; thence southeasterly along said southwesterly line of Lot 6 in First East Addition to Cheltenham Beach and along the southeasterly extension thereof to the southeasterly line of East 78<sup>th</sup> Place; thence southwesterly along said southeasterly line of East 78<sup>th</sup> Place to the southwesterly line of Lot 29 in said First East Addition to Cheltenham Beach; thence southeasterly along said southwesterly line of Lot 29 in said First East Addition to Cheltenham Beach to the southeasterly line of said Lot 29, said southeasterly line of Lot 29 being also the northwesterly line of the alley northwest of East Cheltenham Place; thence northeasterly along said northwesterly line of the alley northwest of East Cheltenham Place and along the northeasterly extension thereof to the northeasterly line of South Coles Avenue, thence southeasterly along said northeasterly line of South Coles Avenue to the northwesterly line of East Cheltenham Place; thence northeasterly along said northwesterly line of East Cheltenham Place to the northwesterly extension of the northeasterly line of the southwesterly 92.5 feet of Lot 117 in aforesaid Division 1 of Westfall's Subdivision; thence southeasterly along said northwesterly extension and the northeasterly line of the southwesterly 92.5 feet of Lot 117 in Division 1 of Westfall's Subdivision to the southeasterly line of said Lot 117; thence northeasterly along said southeasterly line of Lot 117 in Division 1 of Westfall's Subdivision to the northeasterly line of the alley lying northeasterly of and adjoining Lots 14 and 16 through 21, both inclusive, in the subdivision of Lots 119, 121 to 124, both inclusive, in said Division 1 of Westfall's Subdivision, said alley being also northeast of South Coles Avenue; thence southeast along said northeasterly line of the alley lying northeasterly of and adjoining Lots 14 and 16 through 21, both inclusive, in the subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision to the north line of the alley lying north of and adjoining Lots 6 through 12, both inclusive, in said subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision, said alley being also north of East 79<sup>th</sup> Street; thence east along said north line of the alley lying north of and adjoining Lots 6 through 12, both inclusive, in said subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision to the westerly most corner of Lot 2 in said subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision; thence southeasterly along the southwesterly line of said Lot 2 in the subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's subdivision to the southeasterly line of said Lot 2; thence northeasterly along said southeasterly line of Lot 2 in the subdivision of Lots 119, 121 to 124, both inclusive, in Division 1 of Westfall's Subdivision and along the northeasterly extension thereof to the northeasterly line of South South Shore Drive; thence southeasterly along said northeasterly line of South South Shore Drive to the north line of East 79<sup>th</sup> Street; thence east along said north line of East 79<sup>th</sup> Street to the northerly extension of the

west line of Lot 1 in Illinois Steel Company's South Works Resubdivision of lots, pieces and parcels of land in Section 32, Township 38 North, Range 15 East of the Third Principal Meridian and Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, north of the Indian Boundary Line, said west line of Lot 1 being also the east line of South Brandon Avenue; thence south along said northerly extension and the east line of South Brandon Avenue to the easterly extension of the north line of Lot 11 in Mahan's Subdivision of the east half of the northeast quarter of the northeast quarter of the northeast quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, said north line of Lot 11 being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said easterly extension and the south line of the alley south of East 79<sup>th</sup> Street to the westerly line of Lot 25 in Block 1 of J.R. Crocker's Addition to South Chicago, a subdivision in the east half of the northeast quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, said westerly line of Lot 25 being also the easterly line of South Commercial Avenue; thence south along said easterly line of South Commercial Avenue and the east line of said South Commercial Avenue and the southerly extension thereof to the south line of East 80<sup>th</sup> Street; thence west along said south line of East 80<sup>th</sup> Street to the southerly extension of the east line of Lot 25 in Block 2 of Walter S. Haines' Subdivision of Blocks 2 and 14 of the Circuit Court Partition of the northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter, also the south half of the southwest quarter of the northeast quarter and the south half of the southeast quarter of the northwest quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, said east line of Lot 25 being also the west line of the alley west of South Exchange Avenue; thence north along said southerly extension and the west line of the alley west of South Exchange Avenue to the north line of Lot 43 in said Block 2 of Walter S. Haines' Subdivision; thence west along said north line of Lot 43 in Block 2 of Walter S. Haines' Subdivision and along the westerly extension thereof to the west line of South Escanaba Avenue; thence north along said west line of South Escanaba Avenue to the north line of Lot 44 in Newberry and Culver's Subdivision of Block 3 of aforesaid Circuit Court Partition; thence west along said north line of Lot 44 in Newberry and Culver's Subdivision and along the westerly extension thereof and along the north line of Lot 5 in said Newberry and Culver's Subdivision to the east line of South Muskegon Avenue; thence south along said east line of South Muskegon Avenue to the easterly extension of the north line of Lot 43 in Fowler's Subdivision of Block 4 in aforesaid Circuit Court Partition; thence west along said easterly extension and the north line of Lot 43 in Fowler's Subdivision of Block 4 in Circuit Court Partition to the west line of said Lot 43, said west line of said Lot 43 being also the east line of the alley east of South Burnham Avenue; thence south along said west line of Lot 43 in Fowler's Subdivision to the easterly extension of the north line of the south 9 feet of Lot 6 in said Fowler's Subdivision, said north line of the south 9 feet of Lot 6 in Fowler's Subdivision being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said south line of the alley south of East 79<sup>th</sup> Street

and along the westerly extension thereof to the west line of South Colfax Avenue; thence north along said west line of South Colfax Avenue to the north line of Lot 77 in Block 1 of the 79<sup>th</sup> Street Addition to Cheltenham Beach, a subdivision of that part of the west half of the northwest quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, lying northeasterly of the right-of-way of the Baltimore and Ohio Railroad Co., said north line of Lot 77 being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said south line of the alley south of East 79<sup>th</sup> Street to the east line of South Phillips Avenue; thence south along said east line of South Phillips Avenue to the south line of the 20 foot alley lying southwesterly of and adjoining the southwesterly lines of Lots 20, 21 and 22 in Block 3 of aforesaid 79<sup>th</sup> Street Addition to Cheltenham Beach, said southwesterly line of the alley being also the northeasterly line of the former Baltimore and Ohio Railroad Co. right-of-way (now abandoned for railroad purposes); thence northwesterly along said northeasterly line of the former Baltimore and Ohio Railroad Co. right-of-way (now abandoned for railroad purposes) to the east line of South Yates Avenue; thence south along said east line of South Yates Avenue to the southeasterly extension of the northeasterly line of Lot 2 in Block 1 of Richardson's Subdivision of the northeast quarter of the northeast quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said northeasterly line of Lot 2 being also the southwesterly line of the former Baltimore and Ohio Railroad Co. right-of-way (now abandoned for railroad purposes); thence northwesterly along said southeasterly extension and the northeasterly line of Lot 2 in Block 1 of Richardson's Subdivision to the west line of said Lot 2, said west line of Lot 2 being also the east line of the alley west of South Yates Avenue; thence south along said west line of Lot 2 in Block 1 of Richardson's Subdivision to the easterly extension of the north line of Lot 36 in said Block 1 of Richardson's Subdivision; thence west along said easterly extension and the north line of Lot 36 in said Block 1 of Richardson's Subdivision to the east line of South Oglesby Avenue; thence south along said east line of South Oglesby Avenue to the easterly extension of the north line of Lot 26 in the resubdivision of Lots 18 to 33, both inclusive, of Block 1, the south third of Lot 15 and Lots 16 to 46, both inclusive, of Block 2, Lots 1 to 48, both inclusive, of Block 7, and Lots 25 to 48, both inclusive, of Block 8 all in Richardson's Subdivision of the northeast quarter of the northeast quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said north line of Lot 26 being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said easterly extension and the south line of the alley south of East 79<sup>th</sup> Street to the west line of South Chappel Avenue; thence north along said west line of South Chappel Avenue to the south line of East 79<sup>th</sup> Street; thence west along said south line of East 79<sup>th</sup> Street to the east line of South Jeffery Avenue; thence south along said east line of South Jeffery Avenue to the easterly extension of the north line of Lot 11 in the resubdivision of Block 1 of L. A. Ostrom's Resubdivision of the east half of the east half of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said north line of Lot 11 being also the south line of the alley

south of East 79<sup>th</sup> Street; thence west along said easterly extension and the south line of the alley south of East 79<sup>th</sup> Street to the east line of South Bennett Avenue; thence south along said east line of South Bennett Avenue to the easterly extension of the north line of Lot 45 in Block 1 of Fredrick H. Bartlett's 79<sup>th</sup> Street Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said north line of Lot 45 being also the south line of the alley south of East 79<sup>th</sup> Street; thence west along said easterly extension and the south line of the alley south of East 79<sup>th</sup> Street to the east line of South Ridgeland Avenue; thence south along said east line of South Ridgeland Avenue to the south line of Lot 30 in Block 2 of said Fredrick H. Bartlett's 79<sup>th</sup> Street Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 30 being also the north line of East 80<sup>th</sup> Street; thence east along said north line of East 80<sup>th</sup> Street to the northerly extension of the west line of Lot 1 in Block 3 of said Frederick H. Bartlett's 79<sup>th</sup> Street Subdivision, said west line of Lot 1 being also the east line of the alley west of South Constance Avenue; thence south along said northerly extension and the east line of the alley west of South Constance Avenue and along the southerly extension thereof to the southwesterly line of South South Chicago Avenue; thence northwesterly along said southwesterly line of South South Chicago Avenue to the southeasterly line of Lot 16 in Block 3 of Anthony and Harvey's Subdivision of a strip of land 200 feet in width adjoining and parallel to the Michigan Southern Rail Road and a strip of land 200 feet in width adjoining and parallel to the Pittsburgh, Fort Wayne and Chicago Rail Road running through the west three quarters of the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian; thence northeasterly along the northeasterly extension of said southeasterly line of Lot 16 in Block 3 of Anthony and Harvey's Subdivision to the northeasterly line of South South Chicago Avenue; thence northwesterly along said northeasterly line of South South Chicago Avenue to the point of beginning at the southeasterly line of South East End Avenue; all in the City of Chicago, Cook County, Illinois.

*Exhibit "B".*

*Street Location Of The Area.*

The Avalon Park/South Shore Redevelopment Project Area is roughly rectangular in shape and is generally bounded by East End Avenue to the west, the alley north of East 79<sup>th</sup> Street to the north, South Brandon Avenue to the east, and the alley south of East 79<sup>th</sup> Street to the south, with sections running northeasterly along South Exchange Avenue to East 77<sup>th</sup> Street, south along South Exchange Avenue to East 80<sup>th</sup> Street, and south along South Ridgeland Avenue to South South Chicago Avenue.

## Exhibit "C".

*Redevelopment Project Area Boundary Map.*

## TIF Boundary Map

Avalon Park/South Shore  
Tax Increment Finance District

CITY OF CHICAGO

MARCH 2002

TIF Boundary  
Buildings in TIF



S. B. Friedman & Company  
Map Makers and Cartographers



City of Chicago, Inc.  
Office of the Mayor, City Hall, Chicago, IL

AUTHORIZATION FOR ISSUANCE, SALE AND DELIVERY OF  
CITY OF CHICAGO ENTERPRISE ZONE REVENUE  
BONDS, SERIES 2002, FOR BENEFIT OF  
J & A, L.L.C.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of enterprise zone revenue bonds for the benefit of J & A, L.L.C., amount of bonds not to exceed \$6,850,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Alderman Edward M. 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 46.

*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 municipality and home rule unit of local government duly organized and validly existing under the 1970 Illinois Constitution and laws of the State of Illinois, is authorized by the provisions of the Constitution and laws of the State of Illinois to issue revenue bonds; and

WHEREAS, J & A, L.L.C., an Illinois limited liability company (the "Company"), has requested the City to issue its enterprise zone revenue bonds to finance or reimburse the Company for certain permitted costs in connection with the acquisition of approximately six and twenty-five hundredths (6.25) acres of land and the construction and equipping of an approximately one hundred seven thousand (107,000) square foot building thereon, to be used as a warehouse, office and training facility (the "Project"), which Project is to be owned and operated by the Company and located at 4311 West Ferdinand Street, in Chicago, Illinois, which is within an enterprise zone, and the City is authorized to do so; and

WHEREAS, The City adopted an ordinance on January 16, 2002, preliminarily approving the Project and evidencing the City's intent to issue its enterprise zone revenue bonds in order to provide financing for a portion of the cost of the Project; and

WHEREAS, In order to finance a portion of the cost of the Project, the City now proposes to issue Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000) in aggregate principal amount of its Enterprise Zone Revenue Bonds (J & A, L.L.C. Project), Series 2002 (the "Bonds"), as more particularly described in the Indenture (as hereinafter defined); and

WHEREAS, The City and the Company will enter into a loan agreement dated as of August 1, 2002 (the "Loan Agreement"); and

WHEREAS, Pursuant to a trust indenture dated as of August 1, 2002 (the "Indenture"), between the City and Midwest Bank and Trust Company, an Illinois banking corporation, as trustee (the "Trustee"), the City will assign to the Trustee the City's right, title and interest in, under and to the Loan Agreement (except for certain rights of the City to be reimbursed and indemnified by the Company, and to receive notices) as security for the payment of the Bonds; and

WHEREAS, As further security for the Bonds, the Company will cause to be delivered to the Trustee an irrevocable direct pay letter of credit (the "Letter of Credit") issued by LaSalle Bank National Association to support the payment of the Bonds; and

WHEREAS, Pursuant to a bond purchase agreement to be dated the date of its execution (the "Purchase Agreement"), among the City, the Company, and NatCity Investments, Inc., (the "Underwriter"), the Underwriter will undertake to purchase and offer for sale the Bonds pursuant to an official statement with respect to the Bonds (the "Official Statement"); now, therefore,

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

SECTION 1. The financing of a portion of the cost of the Project through the issuance and sale of the Bonds, as hereinafter provided, is hereby authorized and approved.

SECTION 2. In order to provide funds to finance a portion of the cost of the Project, there are hereby authorized to be issued enterprise zone revenue bonds of the City in an aggregate principal amount of Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000), which revenue bonds will be designated "City of Chicago, Enterprise Zone Revenue Bonds (J & A, L.L.C. Project), Series 2002".

The Bonds shall be issued in fully registered form and in such denominations, shall be dated initially their date of delivery and otherwise as provided in the form of Indenture presented at this meeting, shall bear interest from their dates on the unpaid principal amount thereof at such rates per annum (not to exceed fifteen percent (15%)), shall mature on such dates but not later than December 1, 2035 and in such principal amounts, and shall be subject to purchase on such terms as are set forth in the form of Indenture presented to this meeting. The Bonds will initially bear interest at the weekly rate as set forth in the Indenture.

The Bonds shall be subject to redemption prior to maturity at the times, under the circumstances, in the manner, at the prices, in the amounts and with the effect set forth in the form of Indenture presented to this meeting.

The Bonds shall be executed in the name of the City by the manual or facsimile signature of the City Comptroller, Chief Financial Officer or the Mayor or other designated officer, shall be attested by the manual or facsimile signature of the City Clerk or Deputy City Clerk, shall have the corporate seal of the City impressed or reproduced thereon, shall be authenticated by the endorsement thereon of the Trustee (by the manual signature of an authorized representative thereof), and on original issuance shall be delivered by the Trustee to the Underwriter through the facilities of The Depository Trust Company, New York, New York.

The Bonds shall be issued in compliance with and under authority of the provisions of this ordinance and the Indenture.

SECTION 3. The Bonds and the interest thereon shall be limited obligations of the City, payable solely and only from the revenues, receipts or other amounts derived by the City pursuant to the Loan Agreement (except to the extent payable from Bond proceeds or monies from the investment thereof), from certain funds pledged under the Indenture, and from the Letter of Credit, and shall be otherwise secured as provided in the Indenture and the Loan Agreement. The Bonds shall not in any respect be a general obligation of the City, nor shall they be payable in any manner from funds of the City raised by taxation. The Bonds shall state that they do not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provision.

The Bonds shall be payable at the principal corporate trust office of the Trustee in the City of Chicago, Illinois, and at such other offices as may be chosen pursuant to the Indenture.

Nothing in this ordinance, the Loan Agreement, the Indenture, the Purchase Agreement, the Official Statement or the Bonds (hereinafter referred to collectively as the "Financing Documents"), or in any document or agreement required hereby and thereby, shall be construed as an obligation or commitment by the City to expend any of its funds other than (i) the proceeds derived from the sale of the Bonds, (ii) the revenues, receipts or other amounts derived from the Loan Agreement, and (iii) any monies arising out of the investment or reinvestment of said proceeds, income, revenues, receipts or monies.

SECTION 4. The form, terms and provisions of the Loan Agreement and the Indenture, attached hereto as Exhibit A and Exhibit B, respectively, each as presented to this meeting, are in all respects approved, and the Mayor, the Chief Financial Officer, the City Comptroller and/or the City Clerk of the City are each hereby authorized and empowered to execute, acknowledge and deliver the Financing Documents to which the City is a party, with or without an impression of the official seal of the City as required thereby; provided that the Chief Financial Officer and the City Comptroller are each authorized to execute and deliver the Purchase Agreement, (which Purchase Agreement is to be in substantially similar form as other bond purchase agreements executed by the City in transactions similar to the Bonds) and the Purchase Agreement shall also be executed by the Chairman of the Committee on Finance of the City Council. The payment of a fee to the Underwriter in the amount of Sixty Thousand Dollars (\$60,000) is hereby approved.

The Loan Agreement and the Indenture, as so executed and delivered, shall be in substantially the forms now before this meeting and hereby approved, with only such changes therein as shall be approved by the officers of the City executing the

same, their execution thereof to constitute conclusive evidence of their approval and the approval of this City Council of any and all changes or revisions therein from the forms thereof now before this meeting, and from and after the execution and delivery of the Financing Documents to which the City is a party, the Mayor, the Chief Financial Officer, the City Comptroller and/or the City Clerk of the City are hereby authorized and empowered to do all such acts and things, and to execute all documents (including an IRS Form 8038, any certifications, financing statements, assignments and other instruments), as may be necessary, in the opinion of Co-Bond Counsel (as defined in the Indenture) and counsel to the City, to carry out and comply with the provisions of such Financing Documents as executed, and in any other documents and instruments required to effectuate any portion of the financing transaction.

If any of the officers of the City who shall have signed or sealed any of the Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been authenticated by the Trustee, or delivered by or on behalf of the City, such Bonds, nevertheless, may be authenticated and delivered with the same force and effect as though the person or persons who signed or sealed the same had not ceased to be such officer or officers of the City; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers to the City, although at the nominal date of such Bonds any such persons shall not have been such an officer of the City.

SECTION 5. The City hereby designates the Bonds as new empowerment zone facility bonds pursuant to Section 1394(f)(2)(A) of the Internal Revenue Code of 1986, as amended (the "Code"). Issuance of the Bonds is hereby approved for purposes of Section 147(f) of the Code.

SECTION 6. The Mayor, the Chief Financial Officer, the City Comptroller and the City Clerk of the City are each hereby authorized to do all such acts and things, and to execute all such documents (including any certifications, tax compliance agreements and tax certificates, financing statements, assignments and other instruments), as may be necessary, in the opinion of the Co-Bond Counsel and counsel to the City, to carry out and comply with the purposes of this ordinance including to maintain the tax-exempt status of the Bonds for federal income tax purposes.

SECTION 7. The City's administrative fee with respect to the Project, payable from the proceeds of the Bonds, is one quarter of one percent (.25%) of the original principal amount of the Bonds. Such fee shall be used by the Department of Planning and Development for administrative expenses and economic development activities.

SECTION 8. The provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared

by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

SECTION 9. No recourse shall be had for the payment of the principal of, or premium, if any, or interest on the Bonds, or for any claim based thereon or upon any obligation, covenant or agreement contained herein or in the Loan Agreement or the Indenture, against any past, present or future officer, member, agent, employee or alderman of the City or successor thereto, either directly or indirectly through the City, under any rule of law or equity, statute or regulation or by the enforcement of any assessment or penalty or otherwise.

SECTION 10. The Mayor, the Chief Financial Officer and City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to each Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be executed by the Mayor, the Chief Financial Officer or the City Comptroller pursuant to this ordinance. 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 statements which such person shall be authorized to sign as proxy for the Mayor, the Chief Financial Officer and the City Comptroller, respectively. A written signature of the Mayor, the Chief Financial Officer or the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Such 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 or the City Comptroller, as the case may be, is so affixed to an instrument, certificate or document at the direction of the Chief Financial Officer or the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the Chief Financial Officer or the City Comptroller, as the case may be, in person.

SECTION 11. After the sale and delivery of the Bonds, a notification of sale directed to the City Council is to be filed with the City Clerk and such notification of sale will set forth the aggregate principal amount of the Bonds sold and delivered, the initial interest rate on the Bonds and the final maturity date of the Bonds.

SECTION 12. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict. No provision of the Municipal Code of the City of Chicago (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 13. This ordinance shall take effect and be in full force immediately upon its execution and approval.

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

*Exhibit "A".*  
*(To Ordinance)*

*Loan Agreement*

*By And Between*

*City Of Chicago*

*And*

*J & A, L.L.C.*

*Enterprise Zone Revenue Bonds*  
*(J & A, L.L.C. Project), Series 2002*

*Dated As Of August 1, 2002.*

This loan agreement (this "Agreement") is made and entered into as of August 1, 2002, by and between the City of Chicago, a municipality and home rule unit of local government, duly organized and validly existing under the Constitution and the laws of the State of Illinois, whose address is 121 North LaSalle Street, Chicago, Illinois 60602 (the "Issuer"), and J & A, L.L.C., an Illinois limited liability company whose address is 4311 West Ferdinand Street, Chicago, Illinois 60624 (the "Borrower").

*Witnesseth:*

Whereas, In order to maintain and increase employment opportunities and improve the tax base in the City of Chicago, the Issuer desires to undertake the

financing of the acquisition, construction and equipping of a warehouse office and training facility to be located at 4311 West Ferdinand Street within the City of Chicago, Illinois (the "Project") by issuing its Enterprise Zone Revenue Bonds (J & A, L.L.C. Project), Series 2002 (the "Bonds"), in the aggregate principal amount of Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000), for the purpose of lending the proceeds from the sale of the Bonds to the Borrower; and

Whereas, The Issuer desires to issue the Bonds pursuant to its powers under the provisions of the Constitution of the State of Illinois and an ordinance adopted by the City Council of the Issuer on \_\_\_\_\_, 2002 (the "Bond Ordinance"), and in accordance with the procedures and details set forth in said Bond Ordinance, the Bonds will be issued under and secured by the Trust Indenture dated as of August 1, 2002 (the "Indenture") by and between the Issuer and Midwest Bank and Trust Company, as Trustee (the "Trustee"); and

Whereas, The Bonds will be payable solely out of the payments to be made by the Borrower on the promissory note of the Borrower (the "Note") in the form attached hereto as Exhibit B, and otherwise under this Agreement and to further secure repayment of the Bonds, the Borrower has caused LaSalle Bank National Association (the "Bank") to deliver an irrevocable direct pay letter of credit as security for the Bonds;

Now, Therefore, In consideration of the premises, and of the covenants and undertakings herein expressed, the parties hereto agree as follows (provided that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall not be a debt, liability or obligation of the Issuer, the State or any other political subdivision thereof, and shall never be payable from tax revenues or other public or general funds or assets of the Issuer, the State or any other political subdivision thereof, except to the extent the Bonds shall be a limited obligation of the Issuer, payable solely from the Revenues and other amounts payable hereunder):

#### *Article I.*

#### *Definitions.*

##### Section 1.1 Definitions.

All words and phrases defined in Article I of the Indenture shall have the same meanings in this Agreement. In addition, the following words and phrases shall have the following meanings:

"Bond Purchase Agreement" means the Bond Purchase Agreement dated \_\_\_\_\_, 2002, by and among the Issuer, the Borrower and the Underwriter.

"Borrower Documents" means this Agreement, the Note, the Bond Purchase Agreement, the Remarketing Agreement, the Tax Compliance Agreement, the Credit Facility Agreement, the Official Statement and all certificates executed and delivered by the Borrower with respect to the issuance of the Bonds.

"Credit Facility Agreement" means collectively, the Reimbursement Agreement dated as of August 1, 2002, by and between the Borrower and Midwest Bank and Trust Company and the Letter of Credit Agreement dated as of August 1, 2002 between the Bank and Midwest Bank and Trust Company, which agreements are both the initial Credit Facility Agreement and Liquidity Facility Agreement, and any other similar agreement relating to an Alternate Credit Facility or Substitute Liquidity Facility.

"Enterprise Zone" means the Round I empowerment zone within the City of Chicago designated by the Secretary of the United States Department of Housing and Urban Development on \_\_\_\_\_.

"Environmental Laws" means all local, state and federal laws, ordinances, regulations and orders related to: environmental protection; the use, storage, generation, production, treatment, emission, discharge, remediation, removal, disposal or transport of any Hazardous Substance; public or employee health or safety; or any other environmental matter.

"Events of Default" means that term as it is defined in Section 7.1 hereof.

"Force Majeure" means that term as it is defined in Section 7.1 hereof.

"Hazardous Substance" means any one (1) or more substances, materials, constituents or wastes which are listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101, as amended from time to time) or by the Environmental Protection Agency as a hazardous substance (40 C.F.R. Part 302, as amended from time to time), which are toxic, ignitable, reactive or corrosive, which poses a hazard to the health and safety of any person or which are or become regulated by any governmental authority, including, without limitation, any substance, material, waste or constituent which is (a) petroleum; (b) asbestos; (c) polychlorinated biphenyls; (d) radioactive; or (e) a "pollutant", "contaminant", "hazardous substance" or "hazardous waste" as defined in or pursuant to any Environmental Law.

"Official Statement" means the final Official Statement dated \_\_\_\_\_, 2002 with respect to the Bonds.



"Project" means the acquisition, construction and equipping of a facility as described on Exhibit A hereto, located within the territorial boundaries of the Issuer and within the Enterprise Zone and any item of tangible personal property acquired in addition to, substitution for, or as the renewal or replacement of, or modification or an improvement to, such building and equipment.

"State" means the State of Illinois.

The terms "herein", "hereunder", "hereby", "hereto", "hereof" and any similar terms referred to in this Agreement; the term "heretofore" means before the date of execution of this Agreement; and the term "hereafter" means after the date of execution of this Agreement.

#### Section 1.2 Interpretation.

Words importing persons include firms, associations and corporations. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. References to articles, sections and other subdivisions of this Agreement are to the articles, sections and other subdivisions of this Agreement as originally executed.

### *Article II.*

#### *Representations And Warranties.*

##### Section 2.1 Representations, Covenants And Warranties Of The Issuer.

The Issuer represents, covenants and warrants that:

(a) The Issuer is a duly constituted and existing municipality and home rule unit of government within the meaning of Section 6(a), Article VII of the 1970 Constitution of the State (the "Constitution") and as such may legislate matters which pertain to its government and affairs, including the issuance of the Bonds and the making of the Loan.

(b) To the knowledge of the undersigned representatives of the Issuer, there are no actions, suits, proceedings, inquiries or investigations pending or threatened against the Issuer in any court or before any governmental authority or arbitration board or tribunal which would materially and adversely affect the validity or

enforceability of the Bonds, the Bond Ordinance, the Indenture, the Bond Purchase Agreement, the Tax Compliance Agreement or this Agreement or the performance by the Issuer of its obligations hereunder or thereunder.

(c) The issuance and sale of the Bonds and the execution and delivery by the Issuer of the Indenture, the Bond Purchase Agreement, the Tax Compliance Agreement and this Agreement, and the performance by the Issuer of its obligations hereunder and thereunder: (i) are within the purposes, power and authority of the Issuer; (ii) comply with the Constitution and laws of the State; (iii) are legal, valid and binding limited obligations of the Issuer except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or other laws affecting the enforcement of creditors' rights generally and general principles of equity; and (iv) have been duly authorized by all necessary action on the part of the Issuer. The Bonds do not and will not constitute a debt of the Issuer, the State of Illinois or any other political subdivision thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision or limitation, nor shall the Bonds constitute or give rise to a pecuniary liability of the Issuer.

(d) The City Council of the Issuer has approved the Bond Ordinance, and the Bond Ordinance has not been amended, modified or rescinded and is in full force and effect as of the date of the execution and delivery hereof.

(e) To the knowledge of the undersigned representatives of the Issuer, the Issuer has not pledged and will not pledge or grant any security interest in its interest in, to or under this Agreement or the Note and the payments made hereunder and thereunder, or the revenues or income to be derived by the Issuer hereunder and thereunder for any purpose other than to secure the Bonds.

(f) The Issuer will not knowingly engage in any activity which results in the interest on the Bonds becoming taxable to the Owners thereof under federal income tax laws.

## Section 2.2 Representations, Covenants And Warranties Of The Borrower.

The Borrower hereby represents, covenants and warrants, as applicable, as follows:

(a) The Borrower is duly organized as an Illinois corporation, is validly existing and is in good standing under the laws of the State, is not in violation of any provision of its organizational documents, has power to enter into each of the Borrower Documents and has duly authorized the execution and delivery of each of the Borrower Documents by proper corporate action.

(b) The Borrower agrees that during the term hereof it will maintain its legal

existence, will continue to be a corporation qualified to transact business in the State, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another legal entity or permit one (1) or more other legal entities to consolidate with or merge into it; provided, however, that the Borrower may, without violating the agreement contained in this section, consolidate with or merge into another legal entity, or permit one (1) or more legal entities to consolidate with or merge into it, or sell or otherwise transfer to another legal entity all or substantially all of its assets as an entirety and thereafter dissolve, provided that in accordance with Section 6.11 hereof (i) the surviving, resulting or transferee legal entity, as the case may be, shall be a legal entity organized and existing under the laws of one (1) of the states of the United States of America, shall be qualified to do business in the State, and shall assume in writing all of the obligations of the Borrower under each Borrower Document other than the Official Statement in which event the Issuer may release the Borrower in writing, concurrently with and contingent upon such assumption, from all liability hereunder, provided the Issuer shall provide such written release upon the direction of the Credit Entity (so long as the Credit Facility is in effect) or the owners of one hundred percent (100%) of the Bonds; (ii) such acquisition, consolidation, merger, or transfer will not, in the opinion of the Bond Counsel, adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds; (iii) prior to such acquisition, consolidation, merger, or transfer the Trustee shall be furnished a certificate from the Authorized Borrower Representative stating that in the opinion of such Authorized Borrower Representative none of the covenants contained in this Agreement will be violated as a result of such acquisition, consolidation, merger, or transfer; and (iv) if the Credit Facility is in effect, the prior written consent of the Credit Entity is obtained. The Borrower shall send written notice to the Trustee promptly upon the occurrence of any such event.

(c) Neither the execution and delivery by the Borrower of the Borrower Documents, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and conditions of the Borrower Documents, conflicts with or results in a material breach of the terms, conditions, or provisions of any material restriction or any material agreement or instrument to which the Borrower is now a party or by which the Borrower or its property is or may be bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any material lien, charge, or encumbrance whatsoever upon any of the property or assets of the Borrower under the terms of any instrument or agreement.

(d) There is no litigation or proceeding pending, or to the knowledge of the Borrower threatened, against the Borrower affecting in any material manner whatsoever the right of the Borrower to execute the Borrower Documents, or the ability of the Borrower to make the payments required hereunder or thereunder or to otherwise comply with its obligations contained herein or therein.

(e) The Project is of the type authorized and permitted by the Code, and the Borrower expects that the Cost of the Project will not be less than Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000).

(f) The proceeds from the sale of the Bonds will be used only for payment of the Cost of the Project, including Costs of Issuance.

(g) The Borrower will not take or permit to be taken any action which would have the effect, directly or indirectly, of subjecting interest on any of the Bonds to federal income taxation.

(h) The Project will be located within the boundaries of the Enterprise Zone.

(i) To the knowledge of the Borrower, the Project complies, or will comply after completion, with all presently applicable building, zoning, planning and environmental ordinances and regulations.

(j) The loan of the proceeds of the Bonds by the Issuer to the Borrower is intended to help relieve conditions of unemployment and encourage the increase of industry and commerce within the boundaries of the Issuer by maintaining sixty-six (66) jobs within the Issuer, and the Borrower expects to create approximately one hundred seventeen (117) new jobs within the Issuer (provided there is no severe economic deterioration which materially affects the Borrower's business or industry) during the two (2) year period following completion of the Project, and increasing the tax base therein.

(k) The Project is located within the territorial boundaries of the Issuer.

(l) No member of the City Council of the Issuer or any official, agent or employee thereof is, in his or her own name or in the name of a nominee, an officer, director or holder of an ownership interest of more than seven and one-half percent (7½%) in any person, association, trust, corporation, partnership or other entity which is, in its own name or in the name of a nominee, a party to any contract or agreement related to the transactions contemplated by the Bond Ordinance, this Agreement or the Indenture.

(m) No member of the City Council of the Issuer or any official, agent or employee thereof is, in his or her own name or in the name of a nominee, a holder of any direct or indirect interest in the Project or any contract or agreement related to the transactions contemplated by, the Bond Ordinance, this Agreement or the Indenture.

(n) The initial Credit Entity does not control, either directly or indirectly through one (1) or more intermediaries, the Borrower. "Control" for this purpose has the meaning given to such term in Section 2(a)(9) of the Investment Company Act of 1940. The Borrower agrees to provide written notice to the Trustee, the

Remarketing Agent, and the Bondowners at least thirty (30) days prior to the consummation of any transaction that would result in the Borrower controlling or being controlled by the Credit Entity or any provider of an Alternate Credit Facility or Substitute Credit Facility.

#### Section 2.3 Bond Counsel May Rely On Representations And Warranties.

The Issuer and the Borrower agree that Foley & Lardner, and Burke, Burns & Pinelli, Ltd., Co-Bond Counsel, shall be entitled to rely upon the factual representations and warranties of the Issuer and the Borrower set forth in this Article II in connection with the delivery of their opinions on the date of issuance of the Bonds.

### *Article III.*

#### *Acquisition, Construction And Equipping Of The Project; Issuance Of The Bonds; Application Of The Bond Proceeds.*

#### Section 3.1 Agreement To Acquire, Construct And Equip The Project.

The Borrower shall make all contracts and do all things necessary for the acquisition, construction and equipping of the Project, with or without advertising for bids, in accordance with this Agreement, and the Borrower agrees that:

(a) It will cause the Project to be acquired, constructed, equipped on that portion of the Project constituting land, which land shall be located within the jurisdiction of the Issuer, together with any additional building or equipment which in the reasonable judgment of the Borrower may be necessary for operation of the Project, and as shall from time to time prior to the date of completion of the Project be specified in writing by the Borrower to the Issuer and the Trustee, all of which acquisition, rehabilitation and equipping shall be made in accordance with the specifications of and at the direction of the Borrower.

(b) The Borrower will acquire, construct and equip the Project with all reasonable dispatch and cause the acquisition, rehabilitation, equipping and occupancy of the Project to be completed by August 1, 2005, delays caused by Force Majeure only excepted; but, if for any reason such acquisition, construction and equipping is not completed by said date there shall be no diminution in or postponement of the payment required in Section 4.2 hereof to be paid by the Borrower.

(c) So long as no Event of Default or event which, with the lapse of time or giving of notice or both, would constitute an Event of Default has occurred and is continuing under any of the provisions of this Agreement, the Borrower shall have full power to carry out the acts and agreements provided in this Section 3.1, and such power is granted and conferred irrevocably by the Issuer to the Borrower and is accepted by the Borrower, and shall not be terminated by any act of the Issuer or of the Borrower.

### Section 3.2 Issuance Of Bonds; Deposit Of Bond Proceeds.

To provide funds to make the Loan, the Issuer will, on the Closing Date, issue the Bonds. The Bonds will be issued pursuant to the Indenture in the aggregate principal amount, will bear interest, will mature, will be subject to redemption and tender and will contain such other terms as are set forth in the Bonds and the Indenture and will be limited obligations of the Issuer payable solely from the sources described in the Indenture. The Borrower hereby approves the terms and conditions of the Indenture and the Bonds, and the terms and conditions under which the Bonds will be issued, sold and delivered. On the Closing Date, the proceeds from the sale of the Bonds and the Loan to the Borrower shall be paid directly to the Trustee, who is hereby directed to apply such proceeds as described in the Indenture.

### Section 3.3 Disbursements From The Project Fund.

(a) Authorization. The Issuer has authorized in the Indenture and directed the Trustee to disburse the monies from the Project Fund to pay the Cost of the Project (including Costs of Issuance), or to reimburse the Borrower for any Cost of the Project (including Costs of Issuance) paid by the Borrower, subject in each case to the limitations and restrictions contained herein and in the Tax Certificate.

(b) Disbursement Requests. The Trustee shall make each such disbursement upon receipt of a written request for disbursement substantially in the form of (Sub)Exhibit D attached hereto signed by the Authorized Borrower Representative and approved in writing by the Credit Entity:

(i) stating with respect to each disbursement to be made:

- (A) the requisition number;
- (B) the name and address of the person, firm or corporation to whom payment is due;
- (C) the amount to be disbursed;

- (D) that each obligation mentioned therein has been properly incurred, is a proper charge against the Project Fund, and has not been the basis of any previous disbursement;
  - (E) that the expenditure of such disbursement, when added to all disbursements under previous requisitions, will result in at least ninety-five percent (95%) of the net proceeds of the Bonds within the meaning of Section 150(a)(3) of the Code (meaning total proceeds of the Bonds, less any proceeds deposited in a reasonably required reserve or replacement fund), having been used for the acquisition, construction, rehabilitation, renovation or equipping of land or property of a character subject to the allowance for depreciation under the Code, or for payment of amounts which are, for federal income tax purposes, chargeable to the Project's capital account or would be so chargeable either with a proper election by the Borrower or but for a proper election by the Borrower to deduct such amounts, and will result in not more than two percent (2%) of the aggregate face amount of the Bonds (less the amounts, if any, constituting original issue discount) having been used to pay "issuance costs" within the meaning of Section 147(g) of the Code;
  - (F) that the amount remaining in the Project Fund, together with (1) monies then on hand with the Borrower or committed to the Borrower which are or will be available, and are anticipated by the Borrower to be applied, to any Cost of the Project and (2) expected investment earnings to be deposited into the Project Fund pursuant to the Indenture and not required to be deposited into the Rebate Fund pursuant to the terms of the Indenture, will, after payment of the amount requested in said written request, be sufficient to pay the costs of completing the Project substantially in accordance with the construction contracts, plans and specifications and building permits therefor, if any, then in effect; provided, however, that the Credit Entity may provide the Trustee with a written waiver of compliance with this subsection (F), upon which the Trustee may rely, but solely in connection with the disbursement referenced in such waiver;
- (ii) specifying in reasonable detail the nature of the obligation; and
  - (iii) accompanied by a bill or statement of account for such obligation.

The Borrower agrees to cause such requisition to be directed to the Trustee and the Credit Entity as may be necessary to effect payments from the Project Fund in

accordance with the terms of this Section 3.3. The Trustee will retain a record of all such requisitions.

Disbursements from the Project Fund, as may be required by the Credit Facility Agreement (other than the amount, if any, of a disbursement for Costs of Issuance or costs associated with reimbursement or acquisition of land and other reimbursements approved by the Credit Entity on the Closing Date) may be made payable directly to the entity identified pursuant to Section 3.3(b)(i)(B), which may be the Borrower.

(c) Completion Certificate. The Borrower shall cause to be submitted to the Issuer and to the Trustee and the Credit Entity within ninety (90) days after the completion of the Project, a Completion Certificate, substantially in the form of (Sub)Exhibit E attached hereto, signed by the Authorized Borrower Representative:

(i) stating that all portions of the Project have been fully completed substantially in accordance with the construction contracts and/or the plans and specifications therefor, as then amended, and the date of completion and that all Bond proceeds have been applied solely to the payment of the Cost of the Project on account of which the Bonds were issued;

(ii) stating that such persons have made such investigation of such sources of information as are deemed by such persons to be necessary, including pertinent records of the Borrower, and are of the opinion that the Project has been fully paid for and that no claim or claims exist against the Borrower (or to the best of its knowledge, against the Issuer) or against the properties of the Borrower out of which a lien based on furnishing labor or material for the Project exists or might ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might ripen in the event that the Borrower intends to contest such claim or claims, in which event such claim or claims shall be described; provided, further, however, that in such event such certificate shall state either that funds are on deposit in the Project Fund sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims or such claims shall be insured over, and a certificate evidencing such insurance shall be delivered with the Completion Certificate; and

(iii) stating that ninety-five (95%) percent or more of the sum of the amount received from the proceeds of the Bonds, plus the income derived from the investment of monies or deposits in the Project Fund or in any other fund held under the Indenture during the period of construction, were used to pay, or reimburse the Borrower for the payment of, costs incurred in connection with acquisition, construction, improvement, rehabilitation, renovation or equipping of the Project.



(d) Disposition Of Project Fund Monies After Completion. All proceeds of the Bonds, including monies earned pursuant to the provisions hereof (other than amounts required to be held in the Rebate Fund which shall be applied in accordance with the Indenture), remaining in the Project Fund upon delivery of the Completion Certificate, and after payment of all other items provided for in the preceding subsections (b)(i) to (b)(iii), inclusive, of this Section 3.3, then due and payable, shall be transferred by the Trustee to the Bond Fund and the Borrower shall direct the redemption of Bonds to the extent of monies in the Bond Fund on the earliest date upon which Bonds may be called for redemption in accordance with the terms of the Indenture.

#### Section 3.4 Obligation Of The Borrower To Cooperate In Furnishing Documents; Trustee Reliance.

The Borrower agrees to furnish to the Trustee the documents referred to in Section 3.3 hereof that are required to effect payments out of the Project Fund. Such agreement is subject to any provisions of the Indenture requiring additional documentation with respect to payment, and shall not extend beyond monies in the Project Fund available for payments under the terms of the Indenture or this Agreement. In making any such payments from the Project Fund, the Trustee may conclusively rely on any such orders, requisitions and certifications delivered to it pursuant to Section 3.3 hereof.

#### Section 3.5 Borrower Required To Pay Costs In The Event Project Fund Insufficient.

In the event the funds in the Project Fund available for payment of the Cost of the Project shall not be sufficient to make such payment in full, the Borrower agrees to pay directly, or to deposit (or cause to be deposited) monies in the Project Fund for the payment of, such costs of completing the Project as may be in excess of the monies available therefor in the Project Fund. The Issuer Does Not Make Any Warranty Or Representation, Either Express Or Implied, That The Monies Which Will Be Deposited Into The Project Fund, And Which Under The Provisions Of This Agreement Will Be Available For Payment Of The Cost Of The Project, Will Be Sufficient To Pay All Of The Costs Which Will Be Incurred In Connection Therewith. The Borrower agrees that if, after exhaustion of the monies in the Project Fund, the Borrower should pay, or deposit monies in the Project Fund for the payment of, any portion of the Cost of the Project pursuant to the provisions of this Section 3.5, it shall not be entitled to any reimbursement therefor from the Issuer, the Trustee, from any Credit Entity, or from the owners of any of the Bonds, nor shall they be entitled to any diminution of the amounts payable under Section 4.1 or 4.2 hereof.

### Section 3.6 No Warranty By Issuer.

The Borrower Recognizes That The Issuer Has Not Made An Inspection Of The Project Or Of Any Fixture Or Other Item Constituting A Portion Thereof, And The Issuer Makes No Warranty Or Representation, Express Or Implied Or Otherwise, With Respect To The Same Or The Location, Use, Description, Design, Merchantability, Fitness For Use For Any Particular Purpose, Condition Or Durability Thereof, Or As To The Borrower's Title Thereto Or Ownership Thereof Or Otherwise, It Being Agreed That All Risks Incident Thereto Are To Be Borne By The Borrower. In The Event Of Any Defect Or Deficiency Of Any Nature In The Project Or Any Fixture Or Other Item Constituting A Portion Thereof, Whether Patent Or Latent, The Issuer Shall Have No Responsibility Or Liability With Respect Thereto. The Provisions Of This Section 3.6 Have Been Negotiated And Are Intended To Be A Complete Exclusion And Negation Of Any Warranties Or Representations By The Issuer, Express Or Implied, With Respect To The Project Or Any Fixture Or Other Item Constituting A Portion Thereof, Whether Arising Pursuant To The Uniform Commercial Code Of The State Or Any Other Law Now Or Hereafter In Effect Or Otherwise.

### Section 3.7 Investment Of Funds And Arbitrage.

Any monies held as a part of any of the funds established under the Indenture shall be invested or reinvested by the Trustee in accordance with the Indenture. The Issuer and the Borrower, each on its own behalf, covenant to each other and to and for the benefit of the purchasers and owners of the Bonds from time to time outstanding that so long as any of the Bonds remain outstanding, monies on deposit in any fund established under the Indenture in connection with the Bonds, whether or not such monies were derived from the proceeds of the Bonds or from any other sources, will not be used in a manner which will cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. The Borrower covenants and agrees to comply with the provisions of the Tax Compliance Agreement and to timely make any deposits required thereunder.

## *Article IV.*

### *The Loan.*

#### Section 4.1 The Loan.

The Issuer agrees, upon the terms and subject to the conditions hereinafter set forth, to use the proceeds of the Bonds to cause the Loan to be made to the

Borrower, such Loan to be made by causing funds to be applied as provided in Section 3.2 hereof. The Issuer shall pledge its interest in this Agreement and other documents related to the Loan (other than Unassigned Rights) to the Trustee, all pursuant to the Indenture.

#### Section 4.2 Borrower's Repayment Obligation.

The Borrower promises to pay to the Issuer, or order, on the basis specified herein, with interest, the principal sum of Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000). Interest shall be determined, and principal and interest on the Loan shall be payable, as set forth herein. The Borrower shall in all events pay the entire principal amount outstanding together with any accrued but unpaid interest upon the final maturity of the Bonds and shall pay any premium applicable in the event of any optional redemption of the Bonds.

(a) Notwithstanding any other provision of this Agreement to the contrary contained herein, this Agreement evidences, and the Borrower agrees to pay, the principal of, premium, if any, and interest when due. All payments of principal of, and premium, if any, and interest paid pursuant to this Section 4.2 must be equal to all payments of principal of, and premium, if any, and interest paid on the Bonds on each Interest Payment Date pursuant to the provisions of the Indenture. All payments made with respect to this Agreement shall be applied first to the payment of accrued interest then due and thereafter to the payment of principal and premium, if any.

(b) Payments of principal, premium, if any, and interest due under this Agreement shall be made in lawful money of the United States of America to the Trustee at the address set forth in the Indenture or at such other place as any assignee of this Agreement may designate by a notice in writing given to the Borrower.

(c) The Borrower waives presentment for payment, notice of dishonor, demand, protest, notice of protest, and all demand, notice and suretyship defenses generally in connection with the delivery, acceptance, performance, default or endorsement of this repayment obligation and specifically assents to any extension or postponement of the time for payment or other indulgence and/or to the addition or release of any other party or person primarily or secondarily liable.

(d) The Borrower agrees to pay all fees and expenses of the Issuer (including its administration fee in the amount of Seventeen Thousand One Hundred Twenty-five Dollars (\$17,125) incurred in connection with the issuance of the Bonds (which amounts shall be due and payable in full, upon Closing) and incurred after the issuance of the Bonds in fulfilling the Issuer's obligations under this Agreement and the Indenture, which are not otherwise required to be paid by the Borrower under the terms of this Agreement.

(e) The Borrower agrees to pay to the Bond Registrar, the Tender Agent, the Paying Agent and the Trustee (i) the initial acceptance fee of the Trustee and the costs and expenses, including reasonable attorneys' fees, incurred by the Trustee in entering into and executing the Indenture, (ii) during the term of this Agreement (A) an amount equal to the annual fee of the Trustee for the ordinary services of the Trustee, as trustee, rendered and its ordinary expenses incurred under the Indenture, including reasonable attorneys' fees, as and when the same become due, (B) the fees, charges and expenses of the Trustee, the Bond Registrar, Paying Agent and the Tender Agent, as and when the same become due, and (C) the fees, charges and expenses of the Trustee for the necessary extraordinary services rendered by it and including reasonable attorneys' fees, as and when the same become due.

(f) The Borrower agrees to pay the fees, charges and expenses of the Remarketing Agent as set forth in the Remarketing Agreement in carrying out its duties and obligations and performing its services under and pursuant to the Indenture and the Remarketing Agreement.

(g) In addition to the payments required to be made by the Borrower pursuant to the foregoing subsections of this Section 4.2, the Borrower agrees to pay to the Tender Agent or the Remarketing Agent, as applicable, amounts sufficient to pay the Purchase Price of any Bonds to be purchased pursuant to Section 3.06 or 3.07 of the Indenture on the purchase date of such Bonds as set forth in said Section 3.06 or said Section 3.07, as the case may be. All such payments shall be made to the Tender Agent in lawful money of the United States of America in federal or other immediately available funds at the principal corporate trust office of the Tender Agent or the Remarketing Agent, as applicable. Any amounts owed pursuant to this Section 4.2(g) may be paid with monies that do not constitute Eligible Funds if, and only if, there is a failure by the Credit Entity to make timely payment on the Credit Facility or Liquidity Facility and there are no other Eligible Funds available at the time necessary to pay such Purchase Price.

(h) Any monies derived from a drawing under the Credit Facility or Liquidity Facility and any remarketing proceeds available for such purpose shall constitute a credit against the obligation of the Borrower to make corresponding payments under Section 4.2(a) or (g).

(i) If the date when any of the payments required to be made by this Section 4.2 is not a Business Day, then such payments may be made on the next Business Day with the same force and effect as if made on the nominal due date.

(j) The Borrower shall have, and is hereby granted, the option to elect to convert the interest rate borne by the Bonds and to prepay in whole or in part the principal of the Bonds, together with the payment of premium, if any, pursuant to the provisions of the Indenture, subject to the terms and conditions set forth therein. The Borrower shall also be required to prepay the Loan whenever the

Bonds are subject to mandatory redemption or acceleration pursuant to the Indenture.

#### Section 4.3 Compliance With Applicable Laws.

The Project will comply, in a material manner, with all applicable federal, State, county and municipal laws, ordinances, rules and regulations now in force or that may be enacted hereafter; provided that the Borrower may, in good faith, contest the validity or applicability of any federal, State, county or municipal law, ordinance, rule, regulation or requirement if such contest does not impair the ability of the Borrower to operate the Project.

#### Section 4.4 Obligations Of The Borrower Hereunder Unconditional.

The obligations of the Borrower to make payments required hereunder and under the Note and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or right to setoff, counterclaim or recoupment arising out of any breach by the Issuer or the Trustee of any obligation to the Borrower, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Borrower, the Issuer or the Trustee, and until such time as the principal of, redemption premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Borrower will not suspend or discontinue any payments provided for in Section 4.2 hereof or under the Note. The Borrower may, however, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding to take any other action involving third persons which the Borrower deems reasonably necessary in order to secure or protect the Borrower's right of possession, occupancy, and use of the Project, and in such event the Issuer hereby agrees to cooperate with the Borrower and to take all action necessary to effect the substitution of the Borrower for the Issuer in any such action or proceeding if the Borrower shall so request; provided, however, that the Issuer shall cooperate and shall take such actions only to the extent that such cooperation and actions do not conflict with any other legal actions pursued by the Issuer.

#### Section 4.5 Taxes And Governmental And Utility Charges.

The Borrower will pay or cause to be paid when and as the same come due, so long as any of the Bonds remain outstanding, all taxes, assessments and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any part thereof.

The Borrower may, at its own expense and in its name, in good faith contest any

such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless by nonpayment of any such items the security afforded pursuant to the terms of the Indenture will be materially endangered or the Project or any essential part thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid forthwith.

#### Section 4.6 Credit Facility.

The Borrower shall provide for the delivery of the initial Credit Facility to the Trustee simultaneously with the original issuance and delivery of the Bonds. The Borrower may provide for the delivery of an Alternate Credit Facility in substitution or replacement for the then current Credit Facility but only in accordance with Section 2.12 of the Indenture.

#### Section 4.7 Purchase Of Bonds Prohibited.

So long as a Credit Facility is in effect, the Borrower shall not, directly or indirectly, purchase any Bonds with any funds that do not constitute Eligible Funds, except as required by Section 4.2(g) of this Agreement.

### *Article V.*

#### *Damages, Destruction And Condemnation.*

If the Project shall be damaged or either partially or totally destroyed, or if title to or the temporary use of the whole or any part of the Project shall be taken or condemned by a competent authority for any public use or purpose, there shall be no abatement or reduction in the amounts payable under this Agreement.

### *Article VI.*

#### *Special Covenants.*

#### Section 6.1 Preservation Of Project.

The Borrower will preserve and protect the Project in decent, safe and sanitary

condition and from time to time will make, or cause to be made, all reasonably required, proper repairs, renewals, replacements, betterments and improvements thereto. The Borrower shall have the privilege of remodeling the Project or making substitutions, additions, modifications and improvements to the Project from time to time as the Borrower, in its discretion, may deem to be desirable for its use for its purposes, the costs of which remodeling, substitutions, additions, modifications and improvements shall be paid by the Borrower, and the same shall be the property of the Borrower. The Borrower reserves the right (a) to use the Project for any purpose that will not result in the Project being deemed to be other than an "enterprise zone business" under the Code, and (b) to cease operation of the Project without redeeming the Bonds or prepaying their obligations hereunder or under the Note, as long as in either case an opinion of Bond Counsel is provided that such will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

#### Section 6.2 Insurance Required.

The Borrower agrees to insure the Project or cause it to be insured with insurance companies licensed to do business in the state in such amounts and in such manner and against such loss, damage and liability, including liability to both parties, as is customary with entities in the same or similar business.

#### Section 6.3 Financial Statements.

If at any time there shall not be a Credit Facility in effect with respect to the Bonds, the Borrower shall furnish the Trustee or cause to be furnished to the Trustee, with a copy to the Issuer, reviewed annual financial and operating statements of the Borrower, within one hundred twenty (120) days after the close of the Borrower's fiscal year, containing an opinion of an independent certified public accountant of recognized standing. The Borrower shall also provide the Trustee with copies of any filings made by the Borrower with the Securities and Exchange Commission promptly upon making such filings. The Trustee's only responsibility with respect to such filings and financial statements shall be to make such filings and financial statements available for inspection by Owners upon reasonable notice at the Principal Office of the Trustee.

#### Section 6.4 Inspection Of The Project.

For purposes of determining compliance with its obligations hereunder, the Borrower agrees that the Issuer, the Trustee and their duly authorized agents, upon prior written notice, will have the right at all reasonable times during normal business hours to enter upon and to examine and inspect the Project, and the Trustee and the Issuer shall also be permitted, at all reasonable times, to examine

the books and records of the Borrower with respect to the Project, and provided that such examination does not disclose any event of default hereunder or event which, with the lapse of time or giving of notice, or both, would constitute an event of default hereunder, shall treat such information obtained for such inspection or examination as confidential.

#### Section 6.5 Issuer And Borrower Representatives.

Whenever under the provisions of this Agreement the approval of the Issuer or the Borrower is required to take some action at the request of the other, such approval or such request shall be given for the Issuer by an Authorized Issuer Representative and for the Borrower by an Authorized Borrower Representative, and any party hereto and the Trustee shall be authorized to act on any such approval or request.

#### Section 6.6 Assignment And Pledge By Issuer.

The Issuer shall assign its interest in and pledge any monies, revenues and receipts receivable under this Agreement or the Note to the Trustee pursuant to the Indenture, subject to certain exceptions set forth in the Indenture, as security for payment of the principal of, premium, if any, and interest on the Bonds and as security for the obligations of the Borrower under the Credit Facility Agreement and the Liquidity Facility Agreement. The Borrower consents to such assignment and pledge.

#### Section 6.7 Indemnity.

The Borrower shall indemnify and save the Issuer and the members of the City Council of the Issuer, and the Issuer's officers, officials, agents, employees, successors and assigns harmless against and from any and all claims, damages, demands, expenses, liabilities, losses and taxes asserted by or on behalf of any person, firm, corporation or governmental authority arising or resulting from or in any way connected with the Borrower's acquisition or ownership of the Project, or the offering, issuance or sale of the Bonds, including but not limited to: (a) any condition, occupancy, use, possession, conduct or management of the Project; (b) any act or failure to act by any underwriter, broker, dealer or any other person, firm, corporation or governmental authority, including the Issuer or the Credit Entity, in connection with the offering, sale or delivery of the Bonds; (c) any breach or default on the part of the Borrower in the performance of any of its obligations under this Agreement or the Note; (d) any act or negligence of the Issuer, the Credit Entity (except as to the Credit Entity only, as limited by the Credit Facility Agreement), the Borrower or its officers, contractors, servants, employees, agents or licensees; or (e) any accident, injury or death of any person or damage to any property occurring in or about the Project. The Borrower shall indemnify and save the Issuer, the



members of the City Council of the Issuer, and the Issuer's officers, agents, employees, successors and assigns harmless from and against all costs, expenses and charges, including attorneys' fees, incurred in or in connection with any such claim arising as aforesaid, or in connection with any action or proceeding brought thereon.

In addition to the foregoing and notwithstanding anything contained in this Agreement or in the Indenture which might be construed to the contrary, the Borrower covenants and agrees to indemnify and save the Issuer, the members of the City Council, and the Issuer's officers, agents, employees, successors and assigns harmless with respect to any liability resulting from the performance or non-performance by the Issuer, the Borrower, the Trustee, the Credit Entity, the Remarketing Agent or the Tender Agent of any covenant or undertaking herein or in the Indenture. The indemnification provided in the first two (2) paragraphs of this Section 6.7 shall not apply to the extent such cost, expense or charge arose as a result of the willful misconduct of the indemnified party.

The Borrower shall indemnify and save the Trustee and the Tender Agent harmless against and from all loss, liability or damages and reasonable attorneys' fees incurred by the Trustee or the Tender Agent in the exercise and performance of any of the Trustee's or Tender Agent's powers and duties hereunder or under the Indenture and with respect to the matters described in the first (1<sup>st</sup>) paragraph of this Section 6.7 except to the extent that such loss, liability or damage, including reasonable attorneys' fees, is incurred by reason of the Issuer's, the Trustee's or the Tender Agent's gross negligence or willful misconduct.

The Borrower hereby agrees to pay to all of the foregoing indemnified parties, as the case may be, all their costs, charges and expenses, including attorneys' fees, related to the Project or requested by the Borrower or required by this Agreement or the Indenture, or incurred in enforcing the provisions of this Agreement or the Indenture, which are not otherwise required to be paid by the Borrower by the terms of this Agreement.

Promptly after receipt by an indemnified party under this Section 6.7 of notice of the commencement of any action or threatened action, such indemnified party will, if a claim in respect thereof is to be made against the Borrower under this section, notify the Borrower in writing of the commencement thereof, but the omission to so notify the Borrower will not relieve it from any liability which it may have to any indemnified party otherwise than under this section. In case any such action is brought against any indemnified party, and it notified the Borrower of the commencement thereof, the Borrower will be entitled, but shall not be obligated, to participate in and, to the extent that it may wish, to assume the defense thereof, with counsel satisfactory to such indemnified party. Any such indemnified party will reasonably cooperate with the Borrower in any investigation relating to such action. After notice from the Borrower to such indemnified party of its assumption of the defense of any such action, the Borrower will not, except as hereinafter

provided, be liable to such indemnified party under this section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof. If the Borrower shall not have employed counsel to have charge of the defense of any such action or if any such indemnified party or parties shall have reasonably concluded (to the reasonable satisfaction of the Borrower) that there may be defenses available to it or them which are different from or additional to those available to the Borrower (in which case the Borrower shall not have the right to direct the defense of such action on behalf of the indemnified party or parties), legal and other expenses thereafter incurred by the indemnified party shall be borne by the Borrower. Notwithstanding any other language contained in this Section 6.7, the Borrower shall not be liable to any indemnified party hereunder for the costs of, or any expenses associated with, the settlement of any loss, claim, damages or liability to which the Borrower did not consent, if such consent was not unreasonably withheld.

#### Section 6.8 Borrower's Approval Of Issuance Of Bonds By Issuer.

The Borrower hereby approves the Issuer's issuance of the Bonds pursuant to the Indenture. Except as otherwise provided in the Indenture, the Indenture shall not be modified or amended except with the written consent of the Borrower.

#### Section 6.9 Tax-Exempt Status Of The Bonds.

The Borrower and, as provided below, the Issuer hereby represent, warrant, covenant and agree that:

(a) It will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the excludability from gross income for purposes of federal income taxation of the interest on the Bonds, and if it should take or permit, or omit to take or cause to be taken, any such action, the Borrower shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(b) Upon the request of the Issuer or the Trustee, the Borrower will take such action or actions as may be reasonably necessary, in the written opinion of Bond Counsel, to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service pertaining to obligations issued under Section 103 of the Code.

(c) The Borrower and the Issuer agree that they will not make any use of the proceeds from the sale of the Bonds in any manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable regulations thereunder.

(d) The Borrower and the Issuer agree (and with respect to the Issuer to the extent it is within the Issuer's control) that they will not take or permit to be taken any action in connection with the Project or otherwise which would jeopardize the status of the Project as Qualified Zone Property (as defined in the Code).

(e) The Borrower represents that the "average maturity" of the Bonds does not exceed one hundred twenty percent (120%) of the remaining "average reasonably expected economic life" of the Project within the meaning of Section 147(b) of the Code, with such percentage to be computed pursuant to the requirements of Section 147(b) of the Code.

(f) The Borrower and the Issuer (to the extent of the Issuer's control) represent that they each will comply fully, during the term of this Agreement, with all effective rules, rulings and regulations promulgated by the Department of Treasury or the Internal Revenue Service with respect to the Bonds issued under the Code and the Borrower will take all action necessary to maintain the federal tax-exempt status of the interest payable on the Bonds. The Issuer will provide reasonable assistance to the Borrower as may be necessary to maintain the federal tax-exempt status of the interest payable on the Bonds.

(g) The information furnished by the Borrower to the Issuer and used in preparing the Information Return for State and Local Bond Issues to be filed with the Internal Revenue Service pursuant to Section 149(e) of the Code, is true and correct.

(h) The Borrower covenants that the net proceeds of the Bonds will not be used to provide a facility the primary purpose of which is the provision of retail food and beverage services, automobile sales or service, recreation or entertainment; and none of the proceeds of the Bonds will be used to provide any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facilities (including any handball or racquetball court), hot tub facility, suntan facility, racetrack, airplane, skybox or other private luxury box, any health club facility, any facility used primarily for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off the premises.

(i) The Borrower will comply with each of the covenants and agreements of the Borrower set forth in the Tax Compliance Agreement.

#### Section 6.10 Environmental Covenants.

(a) The Borrower represents that except as may be set forth in (Sub)Exhibit C attached hereto, there is no claim, action, suit, proceeding, arbitration, investigation

or inquiry pending or to the Borrower's knowledge threatened against the Borrower before any federal, state, municipal, foreign or other court, or any governmental, administrative or self-regulatory body or agency, or any private arbitration tribunal, and there neither is nor, except as may be set forth in (Sub)Exhibit C, has been any complaint, order, directive, claim, citation, notice or lien by or in favor of any governmental authority or private person with respect to: (i) air emissions; (ii) spills, releases or discharges of Hazardous Substances on, in or to: any real property owned or leased by the Borrower; any other property as a result of operations or activities on real property owned or leased by the Borrower; surface water; groundwater; or the sewer, septic system or waste water treatment system servicing any real property owned or leased by the Borrower; (iii) noise emissions; (iv) solid or liquid water disposal; (v) the use, storage, generation, treatment, transportation or disposal of Hazardous Substances; (vi) exposure to airborne or friable asbestos; or (vii) violation of any Environmental Law. To the Borrower's knowledge, there is no circumstance, matter or thing existing which might give rise to any of the foregoing, except as may be described in (Sub)Exhibit C.

(b) The Borrower will at all times and in all respects be in substantial and material compliance with all Environmental Laws, provided that the Borrower shall be entitled to contest with due diligence any determination or assertion that it is not in such compliance, and no breach of this covenant shall be deemed to occur until such contest has been concluded. The Borrower's duties of compliance with Environmental Laws includes, without limitation, the duty to undertake the following specific actions: (i) the Borrower will, each at its own expense, procure, maintain in effect, and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including, without limitation, permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving any real property owned or leased by the Borrower; and (ii) except as discharged into the ambient air or a sanitary sewer in compliance with all applicable Environmental Laws, any and all Hazardous Substances to be treated and/or disposed by the Borrower will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

#### Section 6.11 Assignment, Selling And Leasing.

This Agreement may be assigned and the Project leased or sold, as a whole or in part, by the Borrower without the necessity of obtaining the consent of either the Issuer or the Trustee, subject, however, to each of the following conditions:

(a) An opinion of Bond Counsel is delivered to the effect that such assignment, lease or sale does not adversely affect the exclusion from gross income of the interest on the Bonds for federal income tax purposes.

(b) The assignee, purchaser, or lessee shall assume the obligations of the Borrower hereunder to the extent of the interest assigned or leased.

(c) The Borrower shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Issuer and the Trustee a true and complete copy of each assignment, assumption of obligation, contract of sale, or lease, as the case may be.

(d) If a Credit Facility is then in effect and held by the Trustee, the written consent of the Credit Entity in its sole discretion shall be obtained.

For the purposes of this Section 6.11, neither of the following in and of itself shall be deemed an assignment: (i) any foreclosure or conveyance in lieu of foreclosure by or to the Credit Entity pursuant to the terms of any deed to secure debt, mortgage or security agreement securing the Credit Facility; or (ii) any other transfer to the Credit Entity or to a nominee of the Credit Entity which is an affiliate of the Credit Entity.

Nothing herein shall be deemed to relieve the Borrower from its liabilities hereunder without the consent of the Issuer and the Credit Entity and unless an opinion of Bond Counsel is provided that such release will not adversely affect the exemption from gross income of the interest on the Bonds.

#### Section 6.12 Transfer Of Assets; Merger Or Consolidation.

The Borrower covenants and agrees that it will not sell, lease or otherwise dispose (including, without limitation, any involuntary disposition resulting from an act or failure to act by the Borrower) of, directly or indirectly, in whole or in part, of any of the Bond-financed property and will not consolidate with or merge into another legal entity or permit one (1) or more legal entities to consolidate with or merge into it, except as permitted by Section 2.2(b) of this Agreement and unless prior to such sale, lease or other disposition, or merger or consolidation, the Borrower delivers to the Trustee and the Issuer an opinion of Bond Counsel to the effect that any such disposition or other action will not adversely affect the validity of the Bonds or any exemption from federal income taxation to which the interest on the Bonds would otherwise be entitled.

*Article VII.*

*Defaults And Remedies.*

Section 7.1 Events Of Default.

Any one (1) or more of the following events shall constitute an event of default hereunder (an "Event of Default"):

(a) Except as specified in subsection (e) hereof, failure by the Borrower to observe and perform any covenant, condition or agreement herein on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the Borrower by the Issuer or the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period (but can be corrected within such longer period), the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the default is corrected.

(b) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Borrower or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

(c) The commencement by the Borrower of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by the Borrower to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or for any substantial part of the property of the Borrower or the making by it of any assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of action by the Borrower in furtherance of any of the foregoing.

(d) An "Event of Default" as defined in the Indenture.

(e) Any failure to pay amounts sufficient to pay principal of, premium, if any, or interest on the Bonds pursuant to Section 4.2(a) hereof or the Purchase Price of

the Bonds pursuant to Section 4.2(g) hereof on the due date thereof.

The foregoing provisions of this section are subject to the following limitations: if by reason of force majeure the Borrower is unable in whole or in part to carry out its agreements on its part herein contained, other than the obligations on the part of the Borrower contained in Section 4.2 hereof, the Borrower shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or of any of their departments, agencies, or officials, or of any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the Borrower. The Borrower agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the Borrower from carrying out its agreement.

#### Section 7.2 Remedies.

Upon the occurrence of an Event of Default pursuant to Section 7.1, and at any time thereafter during the continuance of such Event of Default, the Trustee may, with the consent of the Credit Entity (subject to Section 8.11 of this Agreement), pursue any action at law or in equity, appointing a receiver, collecting the payments then and thereafter due or enforcing performance and observance of any obligation, agreement or covenant of the Borrower thereunder or hereunder. Upon any acceleration of the Bonds pursuant to Section 8.01 of the Indenture, the amounts payable under the Note shall be automatically accelerated.

If the Trustee shall have proceeded to enforce the rights of the Issuer under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, then the Borrower, the Issuer and the Trustee shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Borrower, the Issuer and the Trustee shall continue as though no such proceedings had taken place.

#### Section 7.3 Additional Remedies.

In addition to the above remedies, if the Borrower commits a breach, or threaten to commit a breach of this Agreement, the Trustee shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged

and agreed that any such breach or threatened breach will cause irreparable injury to the Issuer and that money damages will not provide an adequate remedy thereto.

#### Section 7.4 No Remedy Exclusive.

No remedy herein conferred or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this article, it shall not be necessary to give notice, other than such notice as may be required in this article. Such rights and remedies as are given the Trustee hereunder shall also extend to the Owners of the Bonds, who shall be entitled to the benefit of all covenants and agreements herein contained, subject to the provisions of the Indenture.

#### Section 7.5 No Additional Waiver Implied By One Waiver.

In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

#### Section 7.6 Waiver Of Extension, Appraisement, Stay, Laws.

To the extent permitted by law, the Borrower will not during the continuance of any Event of Default hereunder insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of Article IV of this Agreement; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisement of the Project prior to any sale or sales thereof which may be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the Project so sold or any part thereof; and the Borrower hereby expressly waives



all benefits or advantage of any such law or laws and covenant not to hinder, delay or impede the execution of any power herein granted or delegated to the Issuer, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

*Article VIII.*

*Miscellaneous.*

Section 8.1 Notice.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail or certified mail, postage prepaid, return receipt requested or sent by facsimile, or by commercial overnight delivery service, charges prepaid, addressed as follows:

If To The Issuer:

Office of the Chief Financial Officer  
Room 600  
33 North LaSalle Street  
Chicago, Illinois 60603  
Attention: Chief Financial Officer  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing purposes)

with a copy to:

Office of the Corporation Counsel  
City Hall -- Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Finance and Economic  
Development Division  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing purposes)

and

Department of Planning and Development  
City Hall -- Room 1006  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Commissioner  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing purposes)

If To The Borrower:

J & A, L.L.C.  
2727 West Chicago Avenue  
Chicago, Illinois 60622  
Attention: Mr. Jerry Siegel  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing purposes)

If To The Trustee:

Midwest Bank and Trust Company  
1606 North Harlem Avenue  
Elmwood Park, Illinois 60707  
Attention: Juanita Chandler  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing purposes)

If To The Tender Agent:

Midwest Bank and Trust Company  
1606 North Harlem Avenue  
Elmwood Park, Illinois 60707  
Attention: Juanita Chandler  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing purposes)

If To The Remarketing Agent:

NatCity Investments, Inc.  
1965 East 6<sup>th</sup> Street  
Cleveland, Ohio 44114  
Attention: Public Finance/Laura Loesch  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing purposes)

If To The Credit Entity  
And The Liquidity Entity:

LaSalle Bank National Association  
200 West Monroe Street, Suite 1100  
Chicago, Illinois 60606  
Attention: Standby Letter of Credit  
Department  
Telephone: (Omitted for printing  
purposes)

with a copy to:

Midwest Bank and Trust Company  
501 West North Avenue  
Melrose Park, Illinois 60160  
Attention: Shelly Bernstein  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing purposes)

A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer or the Borrower shall also be given to the Trustee and the Credit Entity. Each addressee listed above may, by notice given hereunder to the other addressees, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

#### Section 8.2 Concerning Successors And Assigns.

All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the financing herein contemplated and shall continue in full force and effect so long as the obligations hereunder are outstanding and unpaid. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrower which are contained in this Agreement shall bind each of their successors and assigns and inure to the benefit of the successors and assigns of the Issuer.

#### Section 8.3 Governing Law.

This Agreement and the (sub)exhibits attached hereto shall be construed in accordance with and governed by the laws of the State and where applicable the laws of the United States of America.

#### Section 8.4 Modifications In Writing.

Subject to provisions of the Indenture, modification or the waiver of any provisions of this Agreement, or consent to any departure by the Borrower therefrom, shall in no event be effective unless the same shall be in writing approved by the parties thereto and then such waiver or consent shall be effective only in specific instance and for the purpose for which given and so long as the interests of any Bondowners are not adversely affected and the Trustee assents thereto. Subject to provisions of the Indenture, any amendments to this Agreement shall require the written consent of all of the parties hereto and may be entered into only in accordance with the terms of Article XI of the Indenture. No notice to or demand on the Borrower in any case shall entitle it to any other or further notice of demand in the same circumstances.

#### Section 8.5 Further Assurances And Corrective Instruments.

The Borrower agrees, and the Issuer agrees to the extent that approval is granted by the competent authority therefor, that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required and agreed upon for correcting any inadequate or incorrect description of the provisions of this Agreement.

#### Section 8.6 Captions.

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

#### Section 8.7 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof; provided, however, that no finding of illegality or unenforceability shall require payment by Issuer of any funds from any source other than Revenues derived hereunder.

#### Section 8.8 Counterparts.

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 8.9 Amounts Remaining In Bond Fund Or Other Funds.

It is agreed by the parties hereto that any amounts remaining in the Bond Fund or other funds established under the Indenture upon expiration or sooner termination of the term hereof, as provided below, after payment in full of the Bonds (or provisions for payment thereof having been made in accordance with the provisions of the Indenture) and the fees and expenses of the Trustee, Bond Registrar, Tender Agent, Remarketing Agent, the Credit Entity, the Liquidity Entity and any Paying Agent in accordance with the Indenture, shall be paid in accordance with the Indenture.

Section 8.10 Effective Date And Term.

This Agreement shall become effective upon its execution and delivery by the parties hereto, shall remain in full force from the date hereof and, subject to the provisions hereof; shall expire on such date as the Bonds shall be released pursuant to the terms and provisions of the Indenture.

Section 8.11 References To Credit Entity And Liquidity Entity Ineffective During Certain Periods.

During any period of time which (a) no Credit Facility is in effect and no amounts remain unreimbursed to the Credit Entity under the Credit Facility Agreement or (b) the Credit Entity is in default under the Credit Facility, references in this Agreement to the Credit Entity shall be ineffective. During any period of time in which (a) no Liquidity Facility is in effect and no amounts remain unreimbursed to the Liquidity Entity under the Liquidity Facility Agreement, or (b) the Liquidity Facility Entity is in default under the Liquidity Facility, references in this Agreement to the Liquidity Entity shall be ineffective.

Section 8.12 Indenture Provisions.

The Indenture provisions concerning the Bonds and the other matters therein are an integral part of the terms and conditions of the Loan made by the Issuer to the Borrower pursuant to this Agreement and the execution of this Agreement shall constitute conclusive evidence of approval of the Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that, whenever the Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower was an express party to the Indenture, and the Borrower hereby agrees to carry out and perform all of its obligations under the Indenture as fully as if the Borrower was a party to the Indenture.

Section 8.13 Default By Issuer -- Limited Liability.

Notwithstanding any provision or obligation to the contrary hereinbefore or hereinafter set forth, no provision of this Agreement shall be construed so as to give rise to a pecuniary liability of the Issuer or to give rise to a charge upon the general credit of the Issuer; the liability of the Issuer hereunder shall be limited to its interest in the Project, this Agreement, the Note and all other related documents and collateral and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur for the payment of money shall not be a debt of the Issuer, nor shall the Issuer be liable on any obligation so incurred. The Issuer does not assume general liability for the repayment of the Bonds or for the costs, fees, penalties, taxes, interest, omissions, charges, insurance or any other payments recited herein, and shall be obligated to pay the same only out of the amounts payable by the Borrower hereunder. The Issuer shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Borrower if a default shall occur hereunder.

Section 8.14 Immunity Of Incorporators, Officers, Directors And Employees.

No recourse shall be had on any obligation, covenant or agreement in this Agreement against the Issuer or any past, present or future incorporator, official, officer, member, director or employee of the Issuer, or any successor corporation either directly or indirectly, 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 incorporators, officials, officers, members, directors or employees as such is hereby expressly waived and released as a condition of and consideration for the delivery of this Agreement and the issuance of the Bonds.

In Witness Whereof, The parties hereto have executed this Agreement and caused it to be executed and sealed by their authorized representatives, as of the day and year first above written above.

[Seal]

City of Chicago

Attest:

By: \_\_\_\_\_  
James J. Laski,  
City Clerk

By: \_\_\_\_\_  
Chief Financial Officer

J & A, L.L.C.  
an Illinois corporation

[Seal]

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

Attest:

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

(Sub)Exhibits "A", "B", "C", "D" and "E" referred to in this Loan Agreement with J & A, L.L.C. read as follows:

*(Sub)Exhibit "A".*  
(To Loan Agreement With J & A, L.L.C.)

*Project Description.*

The Project will include the acquisition of land, construction and equipping of a building with approximately one hundred seven thousand (107,000) square feet of usable space for warehouse office and training. The facility will be located at 4311 West Ferdinand Street in the City of Chicago.

*(Sub)Exhibit "B".*  
(To Loan Agreement With J & A, L.L.C.)

*Promissory Note.*

\$6,850,000

Chicago, Illinois

August \_\_\_\_, 2002

For Value Received, J & A, L.L.C., an Illinois limited liability company (the "Borrower") promises to pay to the City of Chicago (the "Issuer"), the principal sum of Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000) on August 1, 2032

(or such earlier date when the hereinafter defined Bonds become due by redemption or acceleration) together with (a) interest thereon in an amount sufficient to enable the Issuer to make payment of all interest becoming due and payable on the City of Chicago, Enterprise Zone Revenue Bonds (J & A, L.L.C. Project), Series 2002 (the "Bonds"), dated August \_\_, 2002, issued in the aggregate principal amount of Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000) pursuant to a Trust Indenture dated as of August 1, 2002 (the "Indenture"), between the Issuer and Midwest Bank and Trust Company, as Trustee (the "Trustee"), which Indenture and Bonds are incorporated herein by reference and made a part hereof, and (b) such redemption premium, Purchase Price and other amounts as are required to be paid by the Borrower to the Issuer as loan repayments as provided in the Loan Agreement dated as of August 1, 2002 (the "Loan Agreement"), between the Borrower and the Issuer which is incorporated herein by reference and made a part hereof.

The foregoing amounts shall be paid by means of loan repayments which shall be due and payable (less any credits to which the Borrower may be entitled under the Loan Agreement), in immediately available funds, as follows:

On or before the first (1<sup>st</sup>) business day of each month, commencing the first (1<sup>st</sup>) business day of September, 2002, the Borrower shall make payments to the Trustee in an amount necessary to pay the interest on the Bonds on the corresponding Interest Payment Date (as defined in the Indenture), taking into account all other monies available in the Bond Fund (as defined in the Indenture) to make such interest payments. If interest on the Bonds becomes payable on semiannual Interest Payment Dates in accordance with the terms of the Indenture, the amounts owed under clause (a) above shall be equal to one-sixth  $1/6$  of the amount owed on the next succeeding Interest Payment Date, except when the first (1<sup>st</sup>) such semiannual Interest Payment Date is less than six (6) months from the Rate Conversion Date, in which event the monthly installments of interest shall be paid in equal amounts until such first (1<sup>st</sup>) semiannual Interest Payment Date. Principal hereunder shall be payable on the dates and in amounts sufficient to pay principal of the Bonds when due under the Indenture.

This Note also evidences the obligation of the Borrower to pay the Purchase Price of Bonds tendered for purchase as provided in Section 4.2(g) of the Loan Agreement.

If the date when any of the payments required to be made hereunder is not a business day, then such payments may be made on the next business day with the same force and effect as if made on the nominal due date, and no interest shall accrue for the period after such date.

The Borrower shall have the option to make advance payments of amounts due hereunder, from time to time, which advance payments shall be deposited with the Trustee in the Bond Fund established by the Indenture and shall be applied as



provided in the Loan Agreement and the Indenture.

All payments shall be made in coin or currency of the United States of America in immediately available funds at the principal corporate trust office of the Trustee, or at the principal corporate trust office of any successor Trustee.

If the Borrower fails to pay any installment of principal, premium, if any, and interest when due under this Note, or upon the occurrence of any one (1) or more of the Events of Default specified in the Loan Agreement, the Trustee then, or at any time thereafter, may under certain conditions specified in Article VIII of the Indenture and Article VII of the Loan Agreement give notice to the Borrower declaring all unpaid amounts then outstanding hereunder or under the Loan Agreement (including all fees and expenses), to be due and payable, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

If an Event of Default has not occurred, then all payments hereon shall be applied first to accrued interest, then to principal and premium, if any, and then to all other amounts owed under the Loan Agreement and Indenture.

The undersigned waives demand, protest, presentment for payment and notice of nonpayment and agrees to pay all costs of collection when incurred, including reasonable attorneys' fees, and to perform and comply with each of the covenants, conditions, provisions and agreements of the undersigned contained in every instrument evidencing or securing the indebtedness evidenced hereby. No extension of the time for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability under this Note, either in whole or in part, of the undersigned if not a party to such agreement.

This Note is issued under and is subject to the terms and conditions of the Loan Agreement. All terms, conditions, rights and provisions set forth in the Loan Agreement are hereby incorporated herein in their entirety.

This Note and all instruments securing the same are to be construed according to the laws of the State of Illinois.

J & A, L.L.C.,  
an Illinois limited liability company

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

Pay To The Order Of Midwest Bank And Trust Company, As Trustee Under That Certain Trust Indenture Dated As Of August 1, 2002, By And Between Midwest Bank And Trust Company, As Trustee, And The City Of Chicago Without Warranty Or Recourse.

City of Chicago

By: \_\_\_\_\_  
Chief Financial Officer

*(Sub)Exhibit "C".*  
(To Loan Agreement With J & A, L.L.C.)

*Section 6.10 Exceptions.*

None.

*(Sub)Exhibit "D".*  
(To Loan Agreement With J & A, L.L.C.)

*Form Of Requisition.*

Midwest Bank and Trust Company, as Trustee  
1606 North Harlem Avenue  
Elmwood Park, Illinois 60707  
Attention: Corporate Trust Department

Re: City of Chicago \$6,850,000 aggregate principal amount Enterprise Zone Revenue Bonds (J & A, L.L.C. Project), Series 2002 (the "Bonds")

Request For Disbursement From Project Fund.

Ladies and Gentlemen:

Pursuant to Section 3.3(b) of the Loan Agreement dated as of August 1, 2002 (the "Loan Agreement"), between the City of Chicago (the "Issuer") and J & A, L.L.C. (the

"Borrower"), you are hereby requested to disburse from the Project Fund (the "Project Fund") referred to in the Trust Indenture dated as of August 1, 2002 (the "Indenture"), between you and the Issuer the amount indicated below.

As required by Section 3.3(b) of the Loan Agreement, the undersigned hereby states as follows:

1. None of the items for which payment is sought hereunder has formed the basis for any prior payment from the Project Fund.
2. The obligation with respect to which payment is being sought has been properly incurred in accordance with the Loan Agreement and the Indenture and is a proper charge against the Project Fund.
3. Such payment does not include any amount in excess of the actual cost to the Borrower of the item for which payment is being requested.
4. That the expenditure of such disbursement, when added to all disbursements under previous requisitions, will result in at least ninety-five percent (95%) of the net proceeds of the Bonds within the meaning of Section 150(a)(3) of the Code (meaning total proceeds of the Bonds, less any proceeds deposited in a reasonably required reserve or replacement fund), having been used for the acquisition, construction, rehabilitation, renovation, improvement or equipping of land or property of a character subject to the allowance for depreciation under the Code, or for payment of amounts which are, for federal income tax purposes, chargeable to the Project's capital account or would be so chargeable either with a proper election by the Borrower or but for a proper election by the Borrower to deduct such amounts, and will result in not more than two percent (2%) of the aggregate face amount of the Bonds (less the amounts, if any, constituting original issue discount) having been used to pay "issuance costs" within the meaning of Section 147(g) of the Code.
5. That the amount remaining in the Project Fund, together with (a) monies then on hand with the Borrower or committed to the Borrower which are or will be available, and are anticipated by the Borrower to be applied, to any Cost of the Project and (b) expected investment earnings to be deposited into the Project Fund pursuant to the Indenture and not required to be deposited into the Rebate Fund pursuant to the terms of the Indenture, will, after payment of the amount requested in said written request, be sufficient to pay the costs of completing the Project substantially in accordance with the construction contracts, plans and specifications and building permits therefor, if any, then in effect; provided, however, that the Credit Entity may provide the Trustee with a written waiver of compliance with this subsection (5), upon which the Trustee may rely, but solely in connection with the disbursement referenced in such waiver.
6. This is Requisition Number from the Project Fund.

7. The name and address of the person, firm or corporation to whom payment is due is as follows:

---

---

---

---

8. The amount to be disbursed is \$\_\_\_\_\_.

9. The nature of the obligation for which the disbursement is requested is as follows:

---

---

---

---

10. A bill or statement of account for such obligation is being submitted together with this form, and the Borrower is supplying, or will supply at your request, such lien waivers, endorsements to title insurance or other endorsements to title insurance or other documents that you or the Credit Entity may reasonably request or as may be required by the Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_.

J & A, L.L.C.,  
an Illinois limited liability company

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

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

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

Approved, this \_\_\_\_\_ day of \_\_\_\_\_.

Midwest Bank And Trust Company

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

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

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

The requirements of Section 5 hereof are hereby waived.

Midwest Bank And Trust Company

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

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

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

(Sub)Exhibit "E".  
(To Loan Agreement With J & A, L.L.C.)

*Form Of Completion Certificate.*

Midwest Bank and Trust Company, as Trustee  
1606 North Harlem Avenue  
Elmwood Park, Illinois 60707  
Attention: Corporate Trust Department

Re: City of Chicago \$6,850,000 aggregate principal amount Enterprise Zone  
Revenue Bonds (J & A, L.L.C. Project), Series 2002 (the "Bonds")

Ladies and Gentlemen:

Pursuant to Section 3.3(c) of the Loan Agreement dated as of August 1, 2002 (the

"Loan Agreement") between the City of Chicago (the "Issuer") and J & A, L.L.C., (the "Borrower"), you are hereby advised as follows:

(i) all portions of the Project have been fully completed substantially in accordance with the construction contracts and/or the plans and specifications therefor, as then amended, and all Bond proceeds have been applied solely to the payment of the Costs of the Project on account of which the Bonds were issued; and

(ii) the undersigned has made such investigation of such sources of information as are deemed by the undersigned to be necessary, including pertinent records of the Borrower, and is of the opinion that the Project has been fully paid for and that no claim or claims exist against the Borrower (or to the best of its knowledge, against the Issuer) or against the properties of the Borrower out of which a lien based on furnishing labor or material for the Project exists or might ripen, except \_\_\_\_\_. Funds are on deposit in the Project Fund sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims or such claims have been insured over, and a certificate evidencing such insurance is attached hereto; and

(iii) ninety-five percent (95%) or more of the sum of the amount received from the proceeds of the Bonds, plus the income derived from the investment of monies or deposits in the Project Fund or in any other fund held under the Indenture during the period of construction, were used to pay, or reimburse the Borrower for the payment of, costs incurred in connection with acquisition, renovation, construction, remodeling or improving of the Project.

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

J & A, L.L.C.  
an Illinois limited liability company

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

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

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

*Exhibit "B".  
(To Ordinance)*

*City Of Chicago  
As Issuer*

*To*

*Midwest Bank And Trust Company,  
As Trustee*

*Trust Indenture*

*Dated As Of August 1, 2002*

*Enterprise Zone Revenue Bonds  
(J & A, L.L.C. Project), Series 2002.*

This Trust Indenture, dated as of August 1, 2002, is entered into by and between the City of Chicago, a municipality and home rule unit of local government, duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), and Midwest Bank and Trust Company, a banking corporation organized and existing under the laws of the State of Illinois, as trustee (the "Trustee").

*Witnesseth:*

Whereas, The Issuer, as a home rule unit, and pursuant to the Constitution of the State of Illinois and a Bond Ordinance adopted by the City Council of the Issuer on \_\_\_\_\_, 2002 (the "Bond Ordinance"), is authorized and empowered to issue enterprise zone revenue bonds to finance or refinance the acquisition, and construction or purchase of land, buildings, improvements and equipment, or any interest therein, suitable for use by any enterprise zone business within an enterprise zone; and

Whereas, Pursuant to and in accordance with the Bond Ordinance, the Issuer has determined to issue and, by due action, has authorized the issuance of, a series of its limited obligations to be designated "City of Chicago Enterprise Zone Revenue Bonds (J & A, L.L.C. Project), Series 2002" (herein sometimes called the "Bonds")

in the aggregate principal amount of Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000) to finance or refinance permitted costs in connection with the acquisition and construction of land and a building, together with machinery and equipment to be used as a warehouse, office and training facility for J & A, L.L.C., an Illinois limited liability company (the "Borrower") to be located at 4311 West Ferdinand Street, Chicago, Illinois 60624; and

Whereas, The Issuer has entered into a Loan Agreement dated as of the date hereof (the "Loan Agreement") pursuant to which the Issuer will lend the proceeds from the issuance of the Bonds to the Borrower; and

Whereas, The Issuer has duly authorized the execution and delivery of this Indenture and the issuance hereunder of the Bonds upon and subject to the terms and conditions hereinafter set forth; and

Whereas, All Bonds issued under this Indenture will be secured by a pledge and assignment of certain rights of the Issuer under the Loan Agreement and the Note, as defined herein; and

Whereas, The Bonds shall be payable solely from the Revenues, as defined herein, received by the Issuer from the repayment of the loan of the proceeds of the Bonds to the Borrower (the "Loan") and from other revenues derived from the Loan and from the Credit Facility, and the Bonds shall never be construed to constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions whatsoever; and

Whereas, The execution and delivery of this Indenture has been duly authorized by the Issuer and all conditions, acts and things necessary and required by the Constitution or laws of the State of Illinois or otherwise, to exist, to have happened, or to have been performed precedent to or in the execution and delivery of this Indenture, do exist, have happened and have been performed in regular form, time and manner; and

Whereas, All things necessary to make the Bonds, when authenticated by the Trustee or the Tender Agent and issued as in this Indenture provided, the valid, binding and legal limited obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds, and to constitute this Indenture a valid assignment of certain of the rights of the Issuer under the Loan Agreement, have been done and performed, and the creation, execution and issuance of the Bonds, subject to the terms thereof, have in all respects been duly authorized;

Now, Therefore, This Trust Indenture Witnesseth:



*Granting Clauses.*

That the Issuer in consideration of the premises, the acceptance by the Trustee of the trusts created hereby and, the purchase and acceptance of the Bonds by the owners thereof, and of the sum of One and no/100 Dollars (\$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 and sufficiency of which are 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 and the payment of the obligations of the Borrower under the Credit Facility Agreement and the Liquidity Facility Agreement and to secure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby pledge and assign, and grant a security interest in, the following to Midwest Bank and Trust Company, as Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Issuer hereinafter set forth:

*Granting Clause First.*

All right, title and interest of the Issuer in and to any monies held under this Indenture by the Trustee, including the proceeds of the Bonds and the interest, profits and other income derived from the investment thereof other than amounts held by the Trustee or the Tender Agent in the Tender Fund or elsewhere to pay the Purchase Price of Bonds delivered or deemed delivered for purchase pursuant to Article III hereof and the Rebate Fund.

*Granting Clause Second.*

All right, title and interest of the Issuer in and to the Loan Agreement and the Note (save and except for the Unassigned Rights).

*Granting Clause Third.*

All funds, monies, property and securities and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the Issuer or by anyone on its behalf or with its written consent to the Trustee, which is hereby

authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

To Have And To Hold all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said trust and assigns forever;

In Trust Nevertheless, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds (except as otherwise provided herein), and for the benefit, security, and protection of the Credit Entity and Liquidity Entity with respect to the obligations of the Borrower under the Credit Facility Agreement and Liquidity Facility Agreement, respectively, but only after all owners of the Bonds have been paid all principal, premium, if any, and interest due them;

Provided, However, that if the Issuer, 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 mentioned in the Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article III or Article VII of this Indenture, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid all sums of money due or to become due in accordance with the terms and provisions hereof, the Credit Facility Agreement and the Liquidity Facility Agreement, then upon the final payment thereof, this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

This Trust 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, including, without limitation, the payments due pursuant to the Loan Agreement and 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 Issuer 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.*

In addition to the words and terms defined elsewhere herein, the following words and phrases as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning and intent:

“Act of Bankruptcy” means the filing of a petition in bankruptcy (or the other commencement of bankruptcy or similar proceedings) by or against the borrower or the issuer under any applicable bankruptcy, insolvency, reorganization or similar law, as now or hereafter in effect.

“Adjustable Rate” means the interest rate per annum applicable during each adjustable rate period and determined as provided in Section 2.03(e) hereof.

“Adjustable Rate Period” means the rate period during which the bonds bear interest at an Adjustable Rate.

“Alternate Credit Facility” means any credit facility delivered to the trustee in accordance with Section 2.12 hereof to replace the credit facility then in effect, and also shall include any confirming or standby credit facility supporting another credit facility.

“Authorized Borrower Representative” means such person or persons duly designated by the borrower to act on its behalf in a writing delivered to the trustee.

“Authorized Denominations” means One Hundred Thousand Dollar (\$100,000) principal amount or any integral multiple of Five Thousand Dollars (\$5,000) in excess thereof.

“Authorized Issuer Representative” means such person or persons duly designated by the issuer to act on its behalf.

“Bankruptcy Code” means Title 11 of the United States Code, as amended.

“Beneficial Owner” is defined in Section 2.13 of this indenture.

“B.M.A. Municipal Index” means the Bond Market Association Municipal Swap Index, produced by Municipal Market Data, a seven (7) day high grade market index comprised of tax-exempt variable rate demand obligations contained in Municipal Market Data’s database.

"Bond Counsel" means a firm of attorneys of nationally recognized expertise with respect to the tax-exempt obligations of political subdivisions, selected by the borrower and acceptable to the trustee and the issuer.

"Bond Fund" means the bond fund established and created by Section 5.02 of this indenture.

"Bond Ordinance" means the ordinance of the issuer adopted on \_\_\_\_\_, 2002, authorizing the issuance of the bonds.

"Bond Registrar" means the trustee or any successor or successors to such position under this indenture.

"Bonds" means the bonds authorized to be issued by Article II hereof.

"Bond Service Charges" means (a) during any period of time, the principal of and interest and any premium due on the Bonds for that period or payable at that time, as the case may be and (b) with respect to the credit facility or liquidity facility, the principal of and interest and any premium on the purchased bonds to the extent payable under and in accordance with the terms of the credit facility or liquidity facility.

"Bond Year" means, during the period while any of the bonds are outstanding, the annual period provided for the computation of excess earnings for the Bonds, as provided in the tax compliance agreement.

"Borrower" means J & A, L.L.C., an Illinois limited liability company, and its respective successors and assigns.

"Borrower Bonds" means Bonds owned or held by the Borrower, or by the trustee or the tender agent or the agent of either of them for the account of the Borrower which, or with respect to which the Borrower has notified the trustee, were purchased by another person for the account of the Borrower or by a person directly or indirectly controlled by or under direct or indirect common control with the Borrower, including but not limited to purchased bonds.

"Business Day" means any day which is not a Saturday, Sunday or a legal holiday or a day on which banking institutions in New York, New York, Chicago, Illinois, or the city where the principal corporate trust office of the trustee, the paying agent, the tender agent, the office of the credit entity at which drawings under the credit facility are to be honored is located or the office of the liquidity entity at which drawings under the liquidity facility are to be honored is located, are required or authorized by law to close, or other than a day on which the New York Stock Exchange is closed.

"Cap Rate" means the rate per annum equal to the lesser of (a) fifteen percent (15%) per annum or (b) the maximum rate at the time then specified in the credit facility or liquidity facility for sizing the interest component of the purchase price or the amount available to be drawn to pay interest to accrue on the Bonds.

"Closing Date" means the date of issuance and delivery of the Bonds to the Underwriter against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended.

"Cost of the Project" shall mean the cost of acquisition, construction, reconstruction, improvement, equipping, rehabilitation, renovation, installation and expansion, including the cost of the acquisition of all land, rights-of-way, property rights, easements and interests, the cost of all machinery and equipment, financing charges, fees of the credit entity or any liquidity entity for so long as the project is under construction, interest on the Bonds prior to and during construction, necessary reserve funds, cost of estimates and of engineering, architectural and legal services, plans, specifications, estimates of costs and of revenue, other expenses necessary or incident to determining the feasibility and practicability of acquiring, constructing, reconstructing, renovating, improving, installing and expanding the project, administrative expense and such other expense as may be necessary or incident to the acquisition, construction, reconstruction, improvement, installation and expansion thereof, the placing of the same in operation, and the financing or refinancing of the project, including the refunding of any outstanding obligations, mortgages or advances issued, made or given by any person for any of the aforementioned costs incurred subsequent to \_\_\_\_\_, 2001.

"Costs of Issuance" shall mean all costs paid or incurred by the issuer or the Borrower at any time prior to or after delivery of the Bonds and the note with respect to the issuance, sale and delivery of the Bonds and the note including, but not limited to, legal, accounting, financial, bank, printing and rating agency fees, fees of the issuer and the trustee, and other fees and expenses in connection therewith including the fees of the underwriter.

"Credit Account" means the account so designated within the Bond Fund established and created by Section 5.02 of this indenture.

"Credit Entity" means, initially, LaSalle Bank National Association, its successors and assigns, and thereafter the issuer of any Alternate Credit Facility and its successors and assigns.

"Credit Facility" means the transferable irrevocable direct pay letter of credit initially issued by LaSalle Bank National Association, as extended or renewed, pursuant to the credit facility agreement, or any letters of credit, lines of credit or any other instruments, such as a policy of bond insurance, collateral agreement,

surety bond or guarantee issued by a financial institution, which provide security for payment of principal and premium of, and interest on the Bonds when due or upon redemption or acceleration and which constitutes an Alternate Credit Facility hereunder.

“Credit Facility Agreement” means, initially and collectively, the reimbursement agreement dated as of August 1, 2002, by and between the Borrower and the reimbursement bank, as amended from time to time, and the letter of credit agreement dated as of August 1, 2002 between the reimbursement bank and the Credit Entity, and in the event an Alternate Credit Facility is provided, the agreement pursuant to which the Credit Entity issues or causes the issuance of such Alternate Credit Facility, including any agreement pursuant to which a reimbursement bank shall agree to reimburse the Credit Entity issuing the Credit Facility for amounts paid by the Credit Entity under the Credit Facility.

The terms “default” and “Event of Default” mean any occurrence or event specified and defined in, or pursuant to, Section 8.01 hereof.

“Depository” means any bank, trust company, savings and loan association or other financial institution selected by the trustee as a depository of monies and securities held under the provisions of this indenture, and may include the trustee.

“Determination of Taxability” means (a) the entry by a court of a final judgment or order or (b) the promulgation by the Internal Revenue Service of a final ruling or decision or (c) an opinion of Bond Counsel, in any such case to the effect that the interest on the Bonds (other than interest on any Bond for any period during which such Bond is held by a “substantial user” of any facility financed with the proceeds of the Bonds or a “related person”, as such terms are used in Section 147 of the Code) is includable for federal income tax purposes in the gross income of all recipients thereof subject to federal income taxes. For purposes of this definition, a judgment or order of a court or a ruling or decision of the Internal Revenue Service will not be considered final during the pendency of any appeal or other action for judicial or administrative review which may be filed within the time allowed therefor.

“Eligible Funds” means amounts held by the trustee which (a) if the Bonds are then supported by a Credit Facility or liquidity facility, are (i) amounts drawn under the Credit Facility or liquidity facility (and the proceeds of the investment thereof); (ii) the proceeds of the Bonds; (iii) the proceeds of any bonds issued to refund the Bonds (and the proceeds of the investment thereof) if a nationally-recognized counsel experienced in federal bankruptcy matters (selected by the Borrower and reasonably acceptable to the issuer and the trustee) renders an opinion to the effect that such proceeds do not constitute a voidable preference under Section 547 of the Bankruptcy Code in a case commenced by or against the Borrower, any “insider” of the Borrower or the issuer; (iv) monies which have been

on deposit in the Bond Fund, other than those monies mentioned in (i), (ii) or (iii) above, with the trustee (and the proceeds of the investment thereof) for a period of at least ninety-one (91) consecutive days (or such shorter period as may be approved in a written opinion of counsel (selected by the Borrower and reasonably acceptable to the issuer and the trustee) with nationally recognized expertise in matters of federal bankruptcy law as not resulting in a voidable preference under Section 547 of the Bankruptcy Code) during which no Act of Bankruptcy by or against the Borrower or the issuer, or any "insider" of the Borrower or the issuer shall have occurred; (v) the proceeds of remarketing of the Bonds (except to the Borrower, or any "insider" of the Borrower or the issuer or any "insider" thereof within the meaning of the Bankruptcy Code, including but not limited to any insider which is a guarantor); and (vi) any other monies for which a nationally-recognized counsel (selected by the Borrower and reasonably acceptable to the issuer and the trustee) experienced in federal bankruptcy matters renders an opinion to the effect that such monies shall not constitute a voidable preference under Section 547 of the Bankruptcy Code in a case commenced against the Borrower, or any "insider" of the Borrower or the issuer and (b) if the Bonds are not then supported by any Credit Facility or liquidity facility, those monies mentioned in (a) above and any other monies provided by or on behalf of the Borrower or the Issuer.

"Expiration Date" means the date specified in the Credit Facility or the liquidity facility, as the case may be, as the expiration date of said facility, including any date to which the expiration or termination of said facility may be extended, from time to time.

"Federal Obligations" means obligations of or unconditionally guaranteed as to principal and interest by the United States of America.

"Fixed Rate" means the fixed interest rate per annum applicable until the maturity or earlier redemption of the Bonds and determined as provided in Section 2.03(f) hereof.

"Fixed Rate Period" means the rate period during which the Bonds bear interest at a Fixed Rate.

"General Account" means the account so designated within the Bond Fund established and created by Section 5.02 of this indenture.

The terms "herein", "hereunder", "hereby", "hereto", "hereof" and any similar terms refer to this indenture; the term "heretofore" means before the date of execution of this indenture; and the term "hereafter" means after the date of execution of this indenture.

"Holder" or "Bondholder" or "Owner" or "Owner of the Bonds" or "Registered Owner" means the registered owner of any Bond.

"Indenture" means this trust indenture, and any amendments hereof and supplements hereto.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of the State who is not a full-time employee of the issuer, the Borrower, the Credit Entity, the liquidity entity or the trustee.

"Interest Payment Date" means (a) in the case of the weekly rate and the monthly rate, (i) the first (1<sup>st</sup>) Business Day of each month prior to the maturity date, commencing with the first (1<sup>st</sup>) Business Day of September, 2002, (ii) each rate conversion date and (iii) the maturity date and (b) in the case of the Adjustable Rate and the Fixed Rate each February 1 and August 1 commencing with the first such February 1 or August 1 occurring after the rate conversion date for the Adjustable Rate or Fixed Rate and each rate conversion date.

"Investment Obligations" or "Permitted Investments" means any of the following which at the time are legal investments for the Issuer under applicable laws and ordinances or the Municipal Code of the City of Chicago and which are not prohibited investments under the Code, for the monies held hereunder then proposed to be invested therein:

(a) Federal Obligations;

(b) obligations of, or obligations guaranteed as to principal and interest by, agencies or instrumentalities of the United States of America which are backed by the full faith and credit of the United States of America;

(c) debentures of the Federal Housing Administration;

(d) participation certificates or senior debt obligations issued by any of the following: Federal Home Loan Mortgage Corporation, Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives; or senior debt obligations issued by any of the following: Federal National Mortgage Association ("F.N.M.A.") and Student Loan Marketing Association ("S.L.M.A.");

(e) F.N.M.A. mortgage-backed securities;

(f) S.L.M.A. letter of credit backed issues;

(g) federal funds, Eurodollars, certificates of deposit, time deposits and bankers' acceptances (in each case having maturities of not more than three hundred sixty-five (365) days) of any bank the debt obligations of which (or, in the case of the principal bank in a bank holding company, debt obligations of the bank holding company) have been rated "A-1+" or better by Standard & Poor's Ratings Service or "MIG-1" or "VMIG-1" by Moody's Investors Service, Inc.;



(h) deposits which are fully insured by the Federal Deposit Insurance Corporation ("F.D.I.C.") or a fund administered by the F.D.I.C.;

(i) repurchase agreements with any institution with AAA-rated debt or with financial institutions insured by the F.D.I.C. or any broker-dealer with retail customers which is under Securities Investors Protection Corporation jurisdiction, provided, (i) the repurchase agreements have a rating from each rating agency equal to or higher than the Bonds, (ii) the trustee or a third party acting solely as agent for the trustee has possession of the collateral, (iii) the trustee has a perfected first security interest in the collateral, (iv) the collateral is free and clear of third party liens and (v) failure to maintain the requisite collateral percentage will require the trustee to liquidate the collateral;

(j) commercial paper (having original maturities of not more than two hundred seventy (270) days) rated "A-1" by Standard & Poor's Ratings Service or "P-1" by Moody's Investors Service, Inc.;

(k) investments in money market funds which are rated "AAAm" by Standard & Poor's Ratings Service or "Aaa" by Moody's Investors Service, Inc.;

(l) corporate debt obligations rated "A" or better by Standard & Poor's Ratings Service or "A" or better by Moody's Investors Service, Inc.;

(m) any other investment approved in writing by the Credit Entity; and

(n) mutual funds investing in securities or obligations that are permissible investments under this Indenture including any mutual fund from which the Trustee or any of its affiliates may receive compensation.

"Issuer" means the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois, and its successors and assigns.

"Issuer's Service Charge" shall mean a payment to the Issuer for its own use which consists of a payment of one quarter of one percent (0.0025) of the principal amount of the Bonds on the original date of delivery of the Bonds.

"Liquidity Entity" means, initially, LaSalle Bank National Association, and thereafter, the issuer of any substitute liquidity facility.

"Liquidity Facility" means, initially, the Credit Facility, as extended or renewed, and, thereafter, any bond purchase agreement, letter of credit, revolving credit agreement, surety bond or other agreement or instrument under which any person or persons (other than the Issuer or the Borrower) undertakes to make or provide funds to make payment of the purchase price of bonds tendered and not

remarketed. Unless the term indicates otherwise, the term "Liquidity Facility" shall include any substitute liquidity facility.

"Liquidity Facility Agreement" means, initially, the initial Credit Facility Agreement, as amended from time to time, and thereafter, the agreement pursuant to which any substitute liquidity facility is to be provided.

"Loan" means the loan to the Borrower pursuant to Article IV of the loan agreement.

"Loan Agreement" means the loan agreement dated as of the date of this Indenture with respect to the Bonds by and between the Issuer and the Borrower, as amended in accordance with the terms hereof and thereof.

"Mandatory Tender Date" means any date on which Bonds shall be subject to mandatory tender pursuant to Section 3.07 hereof.

"Maturity Date" means August 1, 2032, or any earlier date to which the maturity of the Bonds has been accelerated.

"Monthly Rate" means the interest rate per annum applicable during each rate period and determined and redetermined on a monthly basis as provided in Section 2.03(d) hereof.

"Monthly Rate Period" means the rate period during which the Bonds bear interest at a Monthly Rate.

"Note" means the promissory note of the Borrower evidencing and securing its obligations under the Loan Agreement in the form attached as (Sub)Exhibit B to the Loan Agreement.

"Notice by Mail" or "notice" of any action or condition "by Mail" (except as otherwise expressly provided herein) shall mean a written notice meeting the requirements of this Indenture mailed by first-class mail, postage prepaid to the registered owners at the addresses shown in the registration books maintained pursuant to this Indenture; provided, however, that if, because of temporary or permanent suspension of mail service, it is impossible or impracticable to mail notices in the manner herein described, then such notification in lieu thereof as shall be made with the approval of the trustee (or, if there be no trustee hereunder, the Issuer) shall constitute a sufficient giving of such notice.

"Optional Tender Date" means a date, other than a Mandatory Tender Date, on which Bonds are to be tendered by the Holder in accordance with this Indenture.

The terms "outstanding" or "Bonds Outstanding" mean all Bonds which have been authenticated and delivered by the trustee under this Indenture, except

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds for the payment of which cash or Federal Obligations shall have been theretofore deposited with the trustee (whether upon or prior to the maturity or redemption date of any such Bonds) and which are deemed paid within the meaning of Article VII hereof;
- (c) Bonds in lieu of which others have been authenticated under Sections 2.09, 2.10 or 2.11 hereof; and
- (d) Untendered Bonds.

"Paying Agent" means the institution(s) designated as such in or pursuant to Section 9.10 hereof.

"Principal Office", when used with respect to the trustee, the tender agent, the remarketing agent and any Paying Agent, means the principal, or corporate trust, or head or principal trust, office of such entity situated in the city in which such entity is described as being located.

"Project" means the project described in (Sub)Exhibit A to the Loan Agreement.

"Project Fund" means the project fund established and created by Section 5.05 of this Indenture.

"Purchase Price" means an amount equal to one hundred percent (100%) of the principal amount of any Bond tendered or deemed to have been tendered for purchase, plus unpaid and accrued interest, if any, to the date of purchase.

"Purchased Bonds" means Bonds purchased pursuant to any Credit Facility Agreement or Liquidity Facility Agreement from and including the date they are registered in the name of the Borrower or the Credit Entity or Liquidity Entity or its designee, nominee or agent, to, but not including, the earliest of (a) their payment at maturity, (b) their payment at redemption, (c) their remarketing by the remarketing agent pursuant to the remarketing agreement, (d) their sale by the Credit Entity or Liquidity Entity, its designee, its nominee or agent, on the open market or (e) their satisfaction and discharge otherwise.

"Purchased Bonds Rate" has the meaning set forth in any Alternate Credit Facility Agreement or substitute liquidity facility agreement, if applicable.

"Rate Adjustment Date" means the date from and after which a particular weekly rate, Monthly Rate or Adjustable Rate, as applicable, shall be effective. During a weekly rate period the rate adjustment date will be (a) a rate conversion date and

(b) otherwise, Thursday of each week. During a Monthly Rate Period or an Adjustable Rate Period, the rate adjustment date will be the rate conversion date. Notwithstanding anything to the contrary, the first rate adjustment date shall be Thursday, August \_\_, 2002.

“Rate Conversion Date” means the date on which the interest rate determination method for the Bonds is changed as provided in Section 2.03(b) hereof. In the case of a conversion from the weekly rate to the Monthly Rate, from the Monthly Rate to the weekly rate or from the weekly rate or the Monthly Rate to the Adjustable Rate or the Fixed Rate, the rate conversion date shall be the first (1<sup>st</sup>) Business Day of a month. In the case of a conversion from the Adjustable Rate to another Adjustable Rate, the weekly rate, the Monthly Rate or the Fixed Rate, the rate conversion date shall be the first (1<sup>st</sup>) Business Day of a month and the day which follows by one (1) day the final day of the rate period for the Adjustable Rate.

“Rate Determination Date” means the day on which the remarketing agent determines the weekly rate, the Monthly Rate or the Adjustable Rate, as applicable, for the next rate period. In the case of the weekly rate commencing with the rate period beginning August \_\_, 2002, and in the case of the Monthly Rate, the rate determination date for each rate period shall be the Business Day immediately preceding the Rate Adjustment Date or such other day as shall be necessary, in the case of the weekly rate, as provided in the last sentence of the first paragraph of Section 2.03(c) hereof and, in the case of the Monthly Rate, as provided in the last sentence of the first paragraph of Section 2.03(d) hereof. In the case of the Adjustable Rate, the rate determination date for each rate period shall be the Business Day selected by the remarketing agent (and concurred in by the Borrower) and occurring not earlier than ten (10) Business Days and not later than two (2) Business Days prior to the Rate Conversion Date. If any rate determination date would not be a Business Day, such rate determination date shall be the immediately preceding Business Day. Notwithstanding anything to the contrary, the first (1<sup>st</sup>) rate determination date shall be Wednesday, August \_\_, 2002.

“Rate Period” means the period during which a particular weekly rate, Monthly Rate or Adjustable Rate, as applicable, determined on a particular Rate Determination Date, is effective. The initial rate period is effective from and including the Closing Date to and including Wednesday, August \_\_, 2002. Thereafter, each subsequent rate period shall become effective on and including the applicable Rate Adjustment Date and remain in effect until and including the day next preceding the earlier of (a) the next following Rate Adjustment Date, (b) the next following Rate Conversion Date or (c) the Maturity Date. In the case of the weekly rate, with the exception of the initial rate period and any rate period whose last day is a Rate Conversion Date or the Maturity Date, each rate period shall commence on Thursday and end on the next following Wednesday. In the case of the Monthly Rate, with the exception of the rate period whose last day is

the Maturity Date, each rate period shall commence on the first (1<sup>st</sup>) Business Day of a month and end on the day next preceding the first (1<sup>st</sup>) Business Day of the next following month. The rate period shall not be deemed to have been changed in the case of a weekly rate or Monthly Rate which is changed pursuant to the second paragraph of Section 2.03(c) or Section 2.03(d), as applicable. In the case of the Adjustable Rate, with the exception of the rate period whose last day is the Maturity Date, each rate period shall commence on the Rate Conversion Date, and end on the day next preceding the first (1<sup>st</sup>) Business Day of a month and be at least six (6) months or an integral multiple of six (6) months in length.

“Rating Agency” means any nationally recognized securities rating agency which has been requested to and has assigned a rating to the Bonds.

“Rating Category” or “Rating Categories” means one (1) or more of the generic rating categories of a nationally recognized securities rating agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

“Rebate Fund” means the fund created by Section 5.08 hereof.

“Record Date” or “Regular Record Date” means (a) with respect to any Interest Payment Date when the weekly rate or the Monthly Rate is in effect, the Business Day next preceding that Interest Payment Date and (b) with respect to any Interest Payment Date when the Adjustable Rate or the Fixed Rate is in effect, the fifteenth (15<sup>th</sup>) day of the calendar month next preceding the month of that Interest Payment Date.

“Reimbursement Bank” means initially Midwest Bank and Trust Company, its successors and assigns and thereafter any entity other than the Borrower which agrees to reimburse the Credit Entity for draws on the Credit Facility.

“Remarketing Agent” means NatCity Investments, Inc., and any successor to such position under the remarketing agreement.

“Remarketing Agreement” means the remarketing agreement dated as of the date of this Indenture between the Borrower and the Remarketing Agent and any successor to such agreement.

“Representation Letter” shall mean the Blanket Letter of Representations dated March 9, 1995, of the Issuer in the form attached hereto as (Sub)Exhibit B.

“Revenues” means all revenues and receipts of the Issuer derived pursuant to the Loan Agreement, the Note or hereunder, including, but not limited to, loan payments, including prepayments, payments under the Credit Facility and the Liquidity Facility, recoveries of principal and investment earnings on Funds and Accounts (excluding the Rebate Fund) established by this Indenture.

“Special Record Date” means the date and time established by the trustee for determination of which Registered Owners shall be entitled to receive overdue interest on the Bonds pursuant to Section 2.04(b)(iii).

“State” means the State of Illinois.

“Substitute Liquidity Facility” means any Liquidity Facility delivered to the trustee in accordance with Section 2.12 hereof to replace the Liquidity Facility then in effect, and shall also include any confirming or standby Liquidity Facility supporting another Liquidity Facility.

“Substitution Date” means the effective date of the substitution of an Alternate Credit Facility or a Substitute Liquidity Facility pursuant to Section 2.12.

“Tax Compliance Agreement” means the Arbitrage Compliance Agreement by and among the Borrower, the Issuer and the trustee, dated and delivered on the Closing Date.

“Tender Agent” means Midwest Bank and Trust Company, or any successor or successors to such position under this Indenture.

“Tender Date” means (a) in the case of Bonds tendered at the option of their Holders pursuant to Section 3.06 hereof, the date specified by the Holder, in the written notice delivered to the Tender Agent pursuant to Section 3.06 hereof, as the purchase date of the Bonds, which must be a Business Day occurring not prior to the seventh (7<sup>th</sup>) day after receipt by the Trustee of the written notice of tender, (b) in the case of Bonds tendered pursuant to Section 3.07(a) hereof, the Rate Conversion Date or (c) in the case of Bonds tendered pursuant to Section 3.07(b) or (c), the date designated pursuant to such applicable section.

“Tender Fund” means the fund by that name created pursuant to Section 3.15 hereof.

“Trustee” means Midwest Bank and Trust Company, a state banking corporation, and any qualified entity at the time serving as successor trustee hereunder.

“Trust Estate” means the property conveyed to the Trustee pursuant to the Granting Clauses of this Indenture.

“Unassigned Rights” means the Issuer’s right to receive payment of certain fees and expenses under Section 4.02(d) of the Loan Agreement, its right to indemnification as provided under Section 6.07 of the Loan Agreement, and the rights of the Issuer to receive notices, certificates, requests, requisitions, directions and other communications thereunder.

"Underwriter" means NatCity Investments, Inc., its successors and assigns.

"Untendered Bonds" has the same meaning as set forth in Section 3.11 hereof.

"Weekly Rate" means the interest rate per annum applicable during each Rate Period and determined and redetermined on a weekly basis as provided in Section 2.03(c) hereof.

"Weekly Rate Period" means the Rate Period during which the Bonds bear interest at a Weekly Rate.

## *Article II.*

### *The Bonds*

#### Section 2.01 Authorized Amount Of Bonds.

No Bonds may be issued under the provisions of this Indenture except in accordance with this article. The total principal amount of Bonds that may be issued is hereby expressly limited to Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000).

#### Section 2.02 Issuance Of Bonds.

The Bonds shall be designated "City of Chicago Enterprise Zone Revenue Bonds (J & A, L.L.C. Project), Series 2002", and shall mature on August 1, 2032. Each Bond shall be dated as of the date of authentication and delivery, shall be subject to prior redemption, shall be subject to purchase upon the terms and conditions hereinafter set forth, shall be issued as fully registered bonds without coupons in Authorized Denominations, and shall be numbered consecutively from R-1 upward.

Each Bond shall bear interest as provided in Section 2.04(b), payable on each Interest Payment Date. If interest on the Bonds shall be in default, Bonds issued in exchange for Bonds surrendered for transfer or exchange shall bear interest from the last date to which interest has been paid in full.

The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts, and such principal, premium, if any, and interest shall be payable at the Principal Office

of the Paying Agent.

#### Section 2.03 Interest Rates On Bonds.

(a) General. The Bonds shall be originally issued bearing interest at the Weekly Rate. During the initial Rate Period (August \_\_, 2002, through August \_\_, 2002), the Weekly Rate shall be \_\_\_\_% per annum. Thereafter for subsequent Rate Periods, the Weekly Rate shall be determined as provided in Section 2.03(c) hereof. Anything herein to the contrary notwithstanding, interest on the Bonds other than Purchased Bonds shall not accrue at a rate per annum in excess of the Cap Rate. [If a Purchased Bond Rate is specified in any Alternate Credit Facility Agreement or Substitute Liquidity Facility Agreement, then Purchased Bonds shall bear interest at such Purchased Bonds Rate.]

The Bonds shall be dated and, interest on the Bonds shall accrue, from the Closing Date, and thereafter interest on the Bonds shall accrue from the Interest Payment Date next preceding the date of authentication, unless (i) authenticated prior to the first (1<sup>st</sup>) Interest Payment Date, in which event interest on such Bonds shall accrue from the Closing Date, (ii) authenticated on an Interest Payment Date, in which event interest on such Bonds shall accrue from the date of authentication or (iii) authenticated after a Record Date and before the following Interest Payment Date, in which event interest on such Bonds shall accrue from the following Interest Payment Date. If, as shown by the records of the Trustee, interest on the Bonds is in default, interest on Bonds issued in exchange for Bonds surrendered for registration of transfer or exchange shall accrue from the date to which interest has been paid in full on the Bonds, or, if no interest has been paid on the Bonds, from the Closing Date. The amount of interest payable on the Bonds on each Interest Payment Date shall be the amount of interest accrued thereon from the preceding Interest Payment Date (or other date as described above) to, but not including, the Interest Payment Date on which interest is being paid.

During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate, interest on the Bonds shall be computed on the basis of a three hundred sixty-five (365) day year (three hundred sixty-six (366) during any calendar or fiscal year containing a February 29) for the actual number of days elapsed during such Rate Period. During any Rate Period when the Bonds bear interest at the Adjustable Rate or during any period when the Bonds bear interest at the Fixed Rate, interest on the Bonds shall be computed on the basis of a three hundred sixty (360) day year, consisting of twelve (12) thirty (30) day months. All determinations of any Weekly Rate, any Monthly Rate, any Adjustable Rate or a Fixed Rate shall be rounded to the nearest zero and one hundredths percent (0.01%) and shall be conclusive and binding upon the Issuer, the Trustee, the Remarketing Agent, the Credit Entity, the Liquidity Entity, the Holders and the Borrower. The Remarketing Agent and, in certain limited instances as provided in this Article, the Trustee, shall determine the Weekly Rate, the Monthly Rate, the Adjustable Rate and the Fixed



Rate, but it shall be the duty of the Trustee to calculate the amount of interest payable for any period on the Bonds and due and owing to each Holder. Not later than the Business Day preceding each Interest Payment Date and at such other times upon request of the Borrower, the Trustee will provide the Borrower with a written notice of the interest rate(s) on the Bonds and the amount of interest accrued on the Bonds during the interest period.

(b) Selection Of Interest Rate Determination Method. During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate or at the conclusion of any Rate Period when the Bonds bear interest at the Adjustable Rate, the Borrower has the option (i) to select a new interest rate determination method for the Bonds (i.e., from the Weekly Rate to the Monthly Rate, the Adjustable Rate or the Fixed Rate; from the Monthly Rate to the Weekly Rate, the Adjustable Rate or the Fixed Rate; or from the Adjustable Rate to the Weekly Rate, the Monthly Rate or the Fixed Rate) or (ii) where the Bonds have, during the current Rate Period, been bearing interest at the Adjustable Rate, to select an Adjustable Rate with a Rate Period of the same or different length from the length of the current Rate Period; provided that, from and after such time as the Bonds bear interest at the Fixed Rate, the Borrower shall no longer have the option to select a different interest rate determination method for the Bonds.

The Borrower may exercise this option by written notice given to the Issuer, the Trustee, the Credit Entity, the Liquidity Entity and the Remarketing Agent. Such notice shall (i) state the Borrower's intention to select either a new interest rate determination method for the Bonds (specifically the choice of the Weekly Rate, the Monthly Rate, the Adjustable Rate or the Fixed Rate) or the Borrower's decision that the Bonds should continue to bear interest at the Adjustable Rate, (ii) specify the Rate Conversion Date, (iii) if the Borrower elects to continue the Adjustable Rate, the length of the Rate Period, (iv) state whether the Bonds will be rated, and if so what the rating will be and (v) describe the nature and terms of the Credit Facility, if any, which will secure payment of the Bond Service Charges on, and the Liquidity Facility, if any, which will provide for the Purchase Price of the Bonds under the proposed interest rate determination method, including the identity of the Credit Entity and Liquidity Entity, if any, or state that no Credit Facility or Liquidity Facility will be provided; provided that there shall be a Credit Facility and a Liquidity Facility in effect at all times when the Bonds bear interest pursuant to the Weekly Rate, the Monthly Rate or the Adjustable Rate, and at the election of the Borrower a Credit Facility may or may not be effective for the Fixed Rate. In addition, no Rate Period except the Fixed Rate shall extend past the expiration date of the applicable Credit Facility and Liquidity Facility.

No conversion to an Adjustable Rate or Fixed Rate shall be effective unless prior written notice of same is provided to the Rating Agencies, if any, then rating the Bonds, and the Credit Facility and Liquidity Facility have been increased to cover at least one hundred ninety-six (196) days interest at the Cap Rate the Adjustable Rate or the Fixed Rate, as may be applicable, provided that upon prior written

notice to such Rating Agencies, the Bonds may be converted to a Fixed Rate without a Credit Facility being in effect.

The notice required by the second preceding paragraph shall be given by the Borrower to the Trustee, the Issuer, the Credit Entity, the Liquidity Entity and the Remarketing Agent, at least forty-five (45) days prior to the Rate Conversion Date. On or before the thirty-fifth (35<sup>th</sup>) day preceding the Rate Conversion Date, the Borrower will (i) furnish the Issuer, the Trustee, the Credit Entity, the Liquidity Entity and the Remarketing Agent with the form of an opinion of Bond Counsel, addressed to the Issuer, the Trustee and the Remarketing Agent and to be dated the Rate Conversion Date (together with such certificates, opinions, resolutions or such other material as Bond Counsel determines are necessary to render such opinion), stating that such redetermination of the method by which interest borne by the Bonds shall be calculated is permitted by, and has been conducted in accordance with, this Indenture and that such redetermination will not adversely affect the exclusion of the interest on the Bonds from the gross income of the Holders for purposes of federal income taxation and (ii) if the Bonds are to be secured by a Credit Facility and/or a Liquidity Facility, shall furnish the Issuer, the Trustee, the Credit Entity, the Liquidity Entity and the Remarketing Agent with written evidence that both the Credit Facility or any Substitute Credit Facility, and the Liquidity Facility or any Substitute Liquidity Facility, to be in effect on the Rate Conversion Date, have or will have as of the Rate Conversion Date a stated expiration date that is not sooner than the earlier of the Maturity Date or three hundred sixty-four (364) days from the Rate Conversion Date.

In the event of a conversion to the Adjustable Rate or the Fixed Rate any Credit Facility or Liquidity Facility shall include coverage for payment of any premium pursuant to Section 3.01(a) or (b) hereof.

The redetermination of the method by which interest borne by the Bonds is to be calculated is a circumstance compelling a mandatory tender of Bonds pursuant to Section 3.07 hereof. The Trustee shall give Notice by Mail to the Holders of any such redetermination.

The foregoing notwithstanding, no redetermination of the method for determining the interest rate to be borne by the Bonds pursuant to the procedures set forth in this Section 2.03(b) shall be required at the conclusion of any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate or the Adjustable Rate, but rather, absent the exercise by the Borrower of the option set forth in this section, the Bonds shall continue to bear interest at the Weekly Rate, the Monthly Rate or the Adjustable Rate, as applicable and if at an Adjustable Rate, for a Rate Period of the same duration and the Rate Period then ending, or if sooner to the Maturity Date. In addition, except as provided in the last sentence of this paragraph, no redetermination of the method for determining the interest rate to be borne by the Bonds shall occur if the conditions specified in this section and in Section 3.07 hereof are not set for any reason on or prior to the Rate Conversion

Date. Upon learning that a condition necessary to the redetermination of the method for determining the interest rate to be borne by the Bonds cannot or will not be met, the Issuer, the Borrower or the Remarketing Agent, as applicable, shall immediately notify the Trustee. Upon being so notified or upon itself so learning, the Trustee shall as soon as possible thereafter notify the Issuer, the Remarketing Agent, the Credit Entity, the Liquidity Entity and the Borrower that the proposed redetermination of the interest rate to be borne by the Bonds cannot be accomplished and the reasons for such failure. If the conditions to redetermination of the interest rate to be borne by the Bonds specified in this section and in Section 3.07 hereof cannot or will not be met for any reason on or prior to the Rate Conversion Date, the Bonds will continue to bear interest in accordance with the rate determination method in effect immediately prior to the new Rate Conversion Date, and the Bonds, nevertheless, will be mandatorily tendered on the proposed Rate Conversion Date.

Except as otherwise expressly provided in this section, all notices to persons other than Holders under this section may be given by telephone, confirmed within one (1) Business Day in writing.

(c) Weekly Rate. For all Weekly Rate Periods commencing with the second Weekly Rate Period, the Weekly Rate shall be determined in the following manner: at or before 2:00 P.M., Chicago time, on each Rate Determination Date, the Remarketing Agent shall determine the interest rate which the Bonds shall bear during the next Rate Period. Such interest rate shall be the lowest interest rate which, in the sole and exclusive judgment of the Remarketing Agent (having due regard for prevailing financial conditions and the yields at which comparable securities are then being sold), would equal (but not exceed) the interest rate necessary to enable the Remarketing Agent to sell the Bonds (exclusive of accrued interest, if any) on the Rate Adjustment Date at a price equal to one hundred percent (100%) of the principal amount thereof. The interest rate so determined shall be effective on the next Rate Adjustment Date or, if the Rate Determination Date and the Rate Adjustment Date are the same day, then on such day.

If, for any reason, the Weekly Rate cannot at any time be established as provided in the preceding paragraph of this section or is held invalid or unenforceable by a court of law, then the Weekly Rate for such Rate Period shall be an interest rate equal to the B.M.A. Municipal Index as in effect on the first (1<sup>st</sup>) day of such Rate Period.

On each Rate Determination Date, the Remarketing Agent shall give the Trustee, the Borrower, the Credit Entity and the Liquidity Entity telephonic notice, promptly confirmed in writing, or notice by telecopy or facsimile, of the Weekly Rate determined by the Remarketing Agent on such date.

(d) Monthly Rate. For all Monthly Rate Periods, the Monthly Rate shall be determined in the following manner: at or before 2:00 P.M., Chicago time, on each

Rate Determination Date, the Remarketing Agent shall determine the interest rate which the Bonds shall bear during the next Monthly Rate Period. Such interest rate shall be the lowest interest rate which in the sole and exclusive judgment of the Remarketing Agent (having due regard for prevailing financial conditions and the yields at which comparable securities are then being sold), would equal (but not exceed) the interest rate necessary to enable the Remarketing Agent to sell the Bonds (exclusive of accrued interest, if any) on the Rate Adjustment Date at a price equal to one hundred percent (100%) of the principal amount thereof. The interest rate so determined shall be effective on the next Rate Adjustment Date.

If, for any reason, the Monthly Rate cannot at any time be established as provided in the preceding paragraph of this Section or is held invalid or unenforceable by a court of law, then the Monthly Rate for such Rate Period shall be an interest rate equal to the B.M.A. Municipal Index as in effect on the first (1<sup>st</sup>) day of such Rate Period.

On each Rate Determination Date, the Remarketing Agent shall give the Trustee, the Borrower, the Credit Entity and the Liquidity Entity telephonic notice, promptly confirmed in writing, or notice by facsimile, of the Monthly Rate determined by the Remarketing Agent on such date; provided that such telephonic notice need not be given unless the Monthly Rate so determined is different from the Monthly Rate for the preceding Rate Period.

(e) Adjustable Rate. For all Adjustable Rate Periods, the Adjustable Rate shall be determined in the following manner: at or before 2:00 P.M., Chicago time, on each Rate Determination Date, the Remarketing Agent shall determine the interest rate which the Bonds shall bear during the next Adjustable Rate Period. Such interest rate shall be that interest rate which, if borne by Bonds, would, in the sole and exclusive judgment of the Remarketing Agent (having due regard for the length of the proposed Rate Period, prevailing financial conditions and the yields at which comparable securities are then being sold), equal (but not exceed) the lowest interest rate necessary to enable the Remarketing Agent to sell all of the Bonds (exclusive of accrued interest, if any) on the Rate Conversion Date at a price equal to one hundred percent (100%) of the principal amount thereof. No later than the first (1<sup>st</sup>) Business Day following the Rate Determination Date the Remarketing Agent shall notify the Trustee, the Issuer, the Credit Entity, the Liquidity Entity and the Borrower of the Adjustable Rate so determined.

(f) Fixed Rate. The Fixed Rate shall be determined in the following manner: at or before 2:00 P.M., Chicago time, on a day not earlier than ten (10) Business Days prior but no later than the Business Day prior to the Rate Conversion Date, the Remarketing Agent shall determine the interest rate which the Bonds shall bear during such Rate Period. Such interest rate shall be that interest rate which, if borne by the Bonds, would, in the sole and exclusive judgment of the Remarketing Agent (having due regard for the length of time remaining until maturity, prevailing financial conditions and the yields at which comparable securities are then being

sold), equal (but not exceed) the lowest rate necessary to enable the Remarketing Agent to sell all of the Bonds (exclusive of accrued interest, if any) on the Rate Conversion Date at a price equal to one hundred percent (100%) of the principal amount thereof. No later than the Business Day following the date the Fixed Rate is determined, the Remarketing Agent shall notify the Trustee, the Issuer, the Credit Entity, the Liquidity Entity and the Borrower of the Fixed Rate so determined.

#### Section 2.04 Manner Of Payment For Bonds.

(a) The principal or redemption price of each Bond shall be payable upon surrender of such Bond at the Principal Office of the Trustee. Payments of principal or redemption price of the Bonds shall be payable in immediately available funds in the city where the Principal Office of the Trustee is located. Such payments shall be made to the Registered Owner of the Bond so surrendered, as shown on the registration books maintained by the Bond Registrar on the date of payment. The Holder of the Bonds in an aggregate principal amount of One Million Dollars (\$1,000,000) or more shall also have the right to have payment of the principal of and premium on its Bonds to be made by wire transfer in accordance with, and by the procedures set forth in Section 2.04(b)(iv) hereof; provided that such Holder shall still be required to present and surrender its Bonds as provided in the first sentence of this section before any payment of principal or premium (whether by wire transfer or otherwise) shall be made.

(b) Subject to the further provisions of this Section 2.04, each Bond shall bear interest and be payable as to interest as follows:

(i) Each Bond shall bear interest (at the applicable rate determined pursuant to Section 2.03) (A) from the date of authentication, if authenticated on the Closing Date or an Interest Payment Date to which interest has been paid or provided for, or (B) from the last preceding date to which interest has been paid or provided for (or the date of original issuance of the Bonds if no interest thereon has been paid) in all other cases.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the registration books kept by the Bond Registrar on the Regular Record Date.

(iii) If the available funds under this Indenture are insufficient on any Interest Payment Date to pay the interest then due, the Regular Record Date shall no longer be applicable with respect to the Bonds. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall immediately establish a special interest payment date for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Registered Owners entitled to such payments. Notice of each date

so established shall be mailed by the Trustee to each Registered Owner at least ten (10) days prior to the Special Record Date, but not more than thirty (30) days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Registered Owners, as shown on the registration books kept by the Bond Registrar as of the close of business on the Special Record Date.

(iv) All payments of interest on the Bonds shall be paid to the Registered Owners entitled thereto pursuant to Section 2.04(b)(ii) or (iii) above by the Trustee on the Interest Payment Date or special interest payment date, as applicable, by check or draft mailed by first class mail on the Interest Payment Date to the Registered Owners entitled thereto at such address appearing in the registration books of the Bond Registrar or at such other address as has been furnished to the Trustee in writing by such Registered Owners. The foregoing notwithstanding, if a Holder of Bonds in an aggregate principal amount of One Million Dollars (\$1,000,000) or more shall have given the Trustee notice of the wire transfer address in the continental United States of such Holder at least one (1) day prior to a Record Date, then, for all Interest Payment Dates thereafter until such notice is revoked or modified in writing given to the Trustee, payment of the interest on the Bonds of that Holder shall be made by the Trustee by wire transfer to the wire transfer address set forth in such notice.

#### Section 2.05 Execution; Limited Obligation.

The Bonds will be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor or Comptroller or Chief Financial Officer or other designated officer and attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk, and may have impressed or imprinted thereon the official seal of the Issuer. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any official whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until the execution of such Bonds, are duly authorized or held the appropriate office of the Issuer, although on the date of the Bonds such persons were not so authorized or did not hold such offices.

The Bonds and the obligation to pay interest thereon and Purchase Price and redemption premiums with respect thereto do not and shall never constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision thereof, within the purview of any constitutional limitation or statutory provision, or a charge against the general credit or taxing powers of any of them, but shall be payable solely from the revenues and receipts derived from the Loan Agreement, the Note and the Credit Facility. No owner of the Bonds shall have the right to compel the exercise of the taxing power of the Issuer, the State or any political subdivision

thereof to pay any principal installment of, redemption premium, if any, or interest on the Bonds.

No recourse shall be had for the payment of the principal of, redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or any obligation, covenant or agreement contained in this Indenture or the Loan Agreement against any past, present or future member, official, officer, agent or employee of the Issuer, or any official, member, officer, employee, director or trustee of any successor, as such, either directly or through the Issuer or any successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official, member, officer, employee, director, agent or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture or the Agreement and the issuance of the Bonds.

#### Section 2.06 Authentication.

No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication of such Bond shall have been duly executed by the manual signature of an authorized representative of the Trustee or the Tender Agent, and such executed certificate of the Trustee or the Tender Agent upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee or the Tender Agent. but it shall not be necessary that the same signatory sign the certificate of authentication on all the Bonds.

#### Section 2.07 Form Of Bonds.

The Bonds issued under this Indenture shall be substantially in the form set forth in (Sub)Exhibit A hereto with such variations, omissions and insertions as are permitted or required by this Indenture.

#### Section 2.08 Delivery Of Bonds.

Prior to the delivery by the Trustee of the Bonds, there shall be filed with the Trustee:

- (a) Copies, duly certified by the City Clerk, of the Bond Ordinance adopted by the Issuer authorizing the issuance of the Bonds and the execution and delivery of this Indenture.

(b) A request and authorization to the Trustee on behalf of the Issuer and signed by the Authorized Issuer Representative to authenticate and deliver such Bonds to or upon the order of the Underwriter upon payment to the Trustee, but for the account of the Issuer, of a sum specified in such request and authorization in the aggregate principal amount of the Bonds.

(c) An opinion of counsel to the Issuer acceptable to the Trustee stating to the effect that, in the opinion of such counsel, the Loan Agreement, the Bonds and this Indenture have been duly authorized and lawfully executed and delivered on behalf of the Issuer and, assuming the due authorization, execution and delivery by the other parties thereto, are valid and binding obligations of the Issuer and enforceable against the Issuer in accordance with the respective terms thereof, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to the extent that the availability of the remedies of specific performance and injunction may be subject to the discretion of the court.

(d) Original duly executed counterparts of the Loan Agreement, the Credit Facility Agreement, the Note and this Indenture.

(e) The original Credit Facility.

(f) An opinion of counsel for the Borrower stating, in the opinion of such counsel, subject to the exceptions set forth therein acceptable to counsel for the Credit Entity and Bond Counsel, that the Credit Facility Agreement, the Remarketing Agreement, the Note and the Loan Agreement are valid and binding obligations of the Borrower enforceable against the Borrower in accordance with the respective terms thereof, except as the enforcement thereof may be affected or limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting or limiting the rights of creditors generally, or general equitable principles, whether considered in a proceeding at law or in equity.

(g) A certificate of the Issuer, satisfactory to Bond Counsel, to the effect that on the basis of the facts, estimates and circumstances in existence on the date of such certificate, and based solely upon the unverified factual representations of the Borrower, it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of Section 148(a) of the Code, as amended to the date of such certificate, and such certificate shall state that to the knowledge and belief of the officer signing such certificate, there are no other facts, estimates or circumstances that would materially change such expectation (in providing such certificate, the Issuer shall be entitled to rely upon factual matters contained in any similar certificate which shall be provided by the Borrower to the Issuer on or before the date of authentication of the Bonds).

(h) An opinion of counsel or counsels for each of the Credit Entity and the



Reimbursement Bank stating, in the opinion of such counsel or counsels, subject to the exceptions set forth therein acceptable to counsel for the Borrower and Bond Counsel, that the Credit Facility and Credit Facility Agreement are valid and binding obligations of the Credit Entity or the Reimbursement Bank, as the case may be, enforceable against the Credit Entity or the Reimbursement Bank, as the case may be, in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws, judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally, under the laws of the United States of America and the State of Illinois.

(i) An opinion of Bond Counsel stating that (i) there is lawful authority for the issuance and sale of the Bonds pursuant to the Constitution of the State and other applicable provisions of law and pursuant and subject to the provisions, terms and conditions of the Bond Ordinance and this Indenture, (ii) the Bond Ordinance has been duly adopted and is in full force and effect, (iii) the Bond, this Indenture and the Loan Agreement are valid and binding obligations of the Issuer enforceable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws, judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally and (iv) the interest on the Bonds is excludable from gross income for federal income tax purposes.

(j) Any other instruments, certificates, documents or opinions reasonably required by the Underwriter, the Credit Entity or Bond Counsel.

When the documents required above shall have been filed with the Trustee and when such Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Bonds at one (1) time to or upon the order of the Underwriter, but only upon payment to the Trustee of the purchase price of such Bonds. The Trustee shall be entitled to rely upon such documents as to all matters stated therein.

#### Section 2.09 Mutilated, Lost, Stolen Or Destroyed Bonds.

In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond of like date, interest rate, maturity and denomination to that mutilated, lost, stolen or destroyed Bond, 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 Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with an indemnity for the benefit of the Issuer, the Borrower and the Trustee, satisfactory to the Trustee. In the event

any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee may pay the same without surrender thereof making such requirements as it deems fit for its protection including a lost instrument bond. The Issuer and the Trustee may charge the owner of such Bond with their fees and expenses in this connection.

Section 2.10 Registration And Exchange Of Bonds; Persons Treated As Owners.

The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee, which is hereby constituted and appointed the Bond Registrar of the Issuer. Bonds may not be registered to bearer. Upon surrender for transfer of any Bond at the Principal Office of the Trustee (or the Tender Agent with respect to tendered Bonds), duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond for a like aggregate principal amount.

Fully registered Bonds may be exchanged at the Principal Office of the Trustee for a like aggregate principal amount of fully registered Bonds of other Authorized Denominations. The Issuer shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the Issuer of any fully registered Bond in an Authorized Denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such registered Bond.

The Issuer or the Trustee shall not be required to issue, register, transfer or exchange any Bond during the period beginning with the Record Date and ending on the next Interest Payment Date, nor during the period beginning fifteen (15) days before the mailing of notice of redemption of Bonds and ending on the redemption date, except Bonds for which a notice of optional tender has been received by the Tender Agent pursuant to Section 3.06 of this Indenture.

In each case the Trustee may require the payment by the Bondholder requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Notwithstanding anything to the contrary set forth above, while the Bonds are held in a book-entry only system, it shall be the duty of the Remarketing Agent to effect transfers and exchanges of beneficial interests in the Bonds in accordance with the foregoing provisions.

#### Section 2.11 Temporary Bonds.

Until the definitive Bonds are prepared, the Issuer may execute and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to exchangeability for Bonds, one (1) or more temporary fully registered Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued in Authorized Denominations and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer shall promptly prepare and execute for exchange for surrendered temporary Bonds, and deliver in exchange therefor, at the Principal Office of the Trustee, definitive Bonds of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture. All temporary Bonds surrendered in exchange for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

#### Section 2.12 Alternate Credit Facility And Substitute Liquidity Facility.

(a) The Borrower may, at any time not prohibited under any applicable Credit Facility Agreement or Liquidity Facility Agreement, deliver an Alternate Credit Facility or Substitute Liquidity Facility to replace the Credit Facility or Liquidity Facility, respectively, then in effect. The Borrower shall give at least thirty-five (35) days notice of such replacement to the Trustee, which notice shall contain the information contained in Section 2.12(c) below.

(b) While the Bonds bear interest at either the Adjustable Rate or the Fixed Rate, the Borrower may not deliver or cause to be delivered an Alternate Credit Facility or Substitute Liquidity Facility, unless the Trustee is furnished by the thirty-fifth (35<sup>th</sup>) day prior to the Substitution Date written evidence from each Rating Agency that the then current rating on the Bonds will not be reduced or withdrawn as a result of such replacement; provided that if the Bonds are not then rated, there shall be delivered to the Trustee by such thirty-fifth day (35<sup>th</sup>) written evidence that such Alternate Credit Facility or Substitute Liquidity Facility shall be issued by an entity whose long and short term unsecured debt ratings are not less than such ratings of the Credit Entity or Liquidity Entity, respectively, whose Credit Facility or Liquidity Facility is being replaced.

(c) The Trustee shall send written notice to all Registered Owners not later than thirty (30) days prior to the Substitution Date identifying the identity of the new Credit Entity or Liquidity Entity and identifying the form of the Alternate Credit Facility or Liquidity Facility, i.e., whether the Alternate Credit Facility or Substitute Liquidity Facility is a letter of credit, surety bond, guaranty or any other arrangement qualifying as an Alternate Credit Facility or Substitute Liquidity Facility, and what the ratings, if any, on the Bonds will be as a result of such

substitution.

(d) Any Alternate Credit Facility or Substitute Liquidity Facility shall have terms in all respects material to the Bondholders the same as the initial Credit Facility and Liquidity Facility (except for the term and maximum interest rate set forth in such Credit Facility or Liquidity Facility, a change in number of days of interest required to be covered and any change in form of the Credit Facility or Liquidity Facility due to the substitution of a Credit Facility or Liquidity Facility which is not a direct pay letter of credit). Any Alternate Credit Facility or Substitute Liquidity Facility delivered to the Trustee must be accompanied by (i) an opinion of counsel selected by the Borrower stating that delivery of such Alternate Credit Facility or Substitute Liquidity Facility is authorized under this Indenture and complies with its terms, (ii) an opinion of counsel to the issuer or provider of such Alternate Credit Facility or Substitute Liquidity Facility stating that such Alternate Credit Facility or Substitute Liquidity Facility is a legal, valid, binding and enforceable obligation of such issuer or provider in accordance with its terms (subject only to usual exceptions relating to bankruptcy and similar matters); and (iii) an opinion of Bond Counsel to the effect that the delivery of the Alternate Credit Facility or Substitute Liquidity Facility will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

#### Section 2.13 Book-Entry System.

(a) Except as provided in paragraphs (b), (c) and (f) below, the Holder of all of the Bonds shall be The Depository Trust Company ("D.T.C.") and the Bonds shall be registered in the name of Cede & Co., as nominee for D.T.C. Payment of principal, premium, if any, and interest on any Bond registered in the name of Cede & Co. shall be made by transfer of immediately available funds to the account of Cede & Co. at the address indicated for Cede & Co. in the registration books of the Issuer kept by the Bond Registrar.

(b) The Bonds shall be initially issued in the form of a separate single authenticated fully registered certificate in the principal amount of the Bonds. The Trustee, Tender Agent, Bond Registrar, Paying Agent, Remarketing Agent and Issuer may treat D.T.C. (or its nominee) as the sole and exclusive Holder of the Bonds registered in its name for the purposes of payment of the principal, premium, if any, and interest on such Bonds, giving any notice permitted or required to be given to Bondholders under this Indenture, registering the transfer of such Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, except as provided in paragraphs (c) and (f) below and neither the Trustee, Paying Agent, Bond Registrar, Remarketing Agent nor Issuer shall be affected by any notice to the contrary. Neither the Trustee, the Paying Agent, Tender Agent, the Bond Registrar, the Remarketing Agent nor the Issuer shall have any responsibility or obligation to any of D.T.C.'s participants (each a "Participant"), any person claiming a beneficial ownership interest in the Bonds under or through

D.T.C. or any Participant (each a "Beneficial Owner"), or any other person which is not shown on the registration books of the Bond Register as being a Registered Owner, with respect to the accuracy of any records maintained by D.T.C. or any Participant; the payment by D.T.C. or any Participant of any amount in respect of the principal, premium or interest on such Bonds, and notice which is permitted or required to be given to Bondholders under this Indenture or the Credit Facility; or any consent given or other action taken by D.T.C. as Bondholders. The Trustee shall pay all principal, premium, if any, and interest on the Bonds registered in the name of Cede & Co. only to or upon the order of D.T.C. (as that term is used in the Uniform Commercial Code as adopted in New York and the State), and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal, premium and interest on such Bonds to the extent of the sum or sums so paid. Except as otherwise provided in paragraphs (c) and (g) below, no person other than D.T.C. shall receive an authenticated Bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest on such Bonds pursuant to this Indenture. Upon delivery by D.T.C. to the Bond Registrar of written notice to the effect that D.T.C. has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to transfers of Bonds, the word "Cede & Co." in this Indenture shall refer to such new nominee of D.T.C.

(c) D.T.C. may determine to discontinue providing its services with respect to any Bonds at any time by giving written notice to the Issuer and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor book-entry depository), the Issuer, the Trustee, the Tender Agent and the Bond Registrar shall be obligated to issue, authenticate, register and deliver Bond certificates at the direction of D.T.C. and its Participants as described in this Indenture. The Borrower shall pay costs in connection with the production of Bond certificates. If Bond certificates are issued, the provisions of this Indenture shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal and interest on such certificates. Whenever D.T.C. requests the Issuer and the Trustee to do so, the Issuer will direct the Trustee to cooperate with D.T.C. in taking appropriate action after reasonable notice (i) to make available one (1) or more separate certificates evidencing such Bonds to any Participant or (ii) to arrange for another Book-Entry Depository to maintain custody of certificates evidencing such Bonds registered in the name of Cede & Co. Any successor book-entry depository must be a clearing agency registered with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934 and must enter into an agreement with the Issuer and the Trustee agreeing to act as the depository and clearing agency for all Bonds (except as provided in paragraph (g) below). After such agreement has become effective, D.T.C. shall present such Bonds for registration of transfer in accordance herewith, and the Bond Registrar shall register them in the name of the successor book-entry depository or its nominee. If a successor Book-Entry Depository has not accepted such position before the effective date of D.T.C.'s termination of its services, the Book-Entry System shall automatically

terminate and may not be reinstated without the consent of all Beneficial Owners of such Bonds.

(d) Notwithstanding any other provision of this Indenture to the contrary, so long as the Bonds are registered in the name of Cede & Co., as nominee of D.T.C., all payments with respect to the principal, premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to D.T.C. and all tenders for purchase and surrenders of such Bonds for payment shall be made as provided in the Representation Letter. Each of the Trustee, the Bond Registrar, the Paying Agent, the Tender Agent and the Remarketing Agent is hereby authorized and directed to comply with all terms of the Representation Letter.

(e) Neither The Issuer, Credit Entity, Bond Registrar, Paying Agent, Remarketing Agent, The Tender Agent, Nor The Trustee Will Have Any Responsibility Or Obligations To The Participants Or The Beneficial Owners With Respect To (i) The Accuracy Of Any Records Maintained By D.T.C. Or Any Participant; (ii) The Payment By D.T.C. Or Any Participant Of Any Amount Due To Any Beneficial Owner In Respect Of The Principal Amount Or Purchase Price Of Or Interest On Any Bonds; (iii) The Delivery By D.T.C. Or Any Participant Of Any Notice To Any Beneficial Owner That Is Required Or Permitted Under The Terms Of This Indenture To Be Given To Bondholders; Or (iv) Any Consent Given Or Other Action Taken By D.T.C. As Bondholder.

(f) So Long As Cede & Co. Is The Registered Owner Of Any Bonds As Nominee Of D.T.C., References Herein To Such Bonds Or Registered Owners Of Such Bonds Shall Mean Cede & Co. And Shall Not Mean the Beneficial Owners Of Such Bonds Nor D.T.C. Participants.

(g) The Issuer, at the direction of the Borrower, shall terminate the services of D.T.C. with respect to the Bonds if the Issuer determines that: (i) D.T.C. is unable to discharge its responsibilities with respect to the Bonds; or (ii) a continuation of the requirement that all of the outstanding Bonds be registered with the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of D.T.C., is not in the best interest of the Beneficial Owners of the Bonds. If no substitute book-entry depository is found by the Issuer or restricted registration is no longer in effect, Bond certificates will be delivered as described herein.

(h) Upon the termination of the services of D.T.C. with respect to the Bonds pursuant to subsection (c) or (g) of this Section 2.13 after which no substitute book-entry depository willing to undertake the function of D.T.C. hereunder can be found which, in the opinion of the Issuer, is willing and able to understand such functions upon reasonable and customary terms, the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of D.T.C., but may be registered in whatever name or names the persons transferring or exchanging such

Bonds shall designate in accordance with the provisions hereof

(i) A Beneficial Owner wishing to tender its Bonds for purchase when the Bonds are held in the book-entry system must do so through its Participant which, in turn, must give any required notice to the Remarketing Agent. Delivery of Bonds tendered or required to be tendered for purchase must be effected by a Beneficial Owner by causing the Direct Participant to transfer the Participant's interest in the Bonds, on D.T.C.'s records, to the Remarketing Agent. The requirement for physical delivery of Bonds in connection with a demand for purchase or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on D.T.C.'s records.

### *Article III.*

#### *Redemptions And Tenders Of Bonds.*

##### Section 3.01 Redemption.

The Bonds shall be subject to redemption prior to maturity as follows:

(a) Optional Redemption. The Bonds are subject to optional redemption prior to their stated maturity date as follows:

(i) During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate, the Bonds are subject to optional redemption by the Issuer, exercised at the written direction of the Borrower delivered to the Issuer, the Trustee, the Credit Entity and the Liquidity Entity, together with the written consent of the Credit Entity, at least forty-five (45) days prior to the proposed redemption date, in whole on any Business Day or in part on any Interest Payment Date at a redemption price of one hundred percent (100%) of the principal amount redeemed, plus accrued interest, if any, thereon to the redemption date.

(ii) During any Rate Period when the Bonds bear interest at the Adjustable Rate or at the Fixed Rate, the Bonds are subject to optional redemption by the Issuer, exercised at the written direction of the Borrower delivered to the Issuer, the Trustee, the Credit Entity and the Liquidity Entity, together with the written consent of the Credit Entity, at least forty-five (45) days prior to the proposed redemption date, in whole on any Business Day or in part on any Interest Payment Date at the redemption prices (expressed as a percentage of the principal amount of the Bonds to be redeemed), plus accrued interest, if any, thereof to the redemption date as follows:

| Length Of Adjustable Rate Period, Or<br>Following Conversion To A Fixed<br>Rate, Years Remaining From<br>Rate Conversion Date Until<br>The Maturity Date | Commencement Of<br>Redemption Period                             | Redemption Price                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| More than ten (10) years                                                                                                                                 | Tenth (10 <sup>th</sup> ) anniversary<br>of Rate Conversion Date | One hundred two percent (102%), declining by one percent (1%) on each succeeding anniversary of the tenth (10 <sup>th</sup> ) anniversary of the Rate Conversion Date until reaching one hundred percent (100%) and one hundred percent (100%) thereafter    |
| More than seven (7), but not<br>more than ten (10) years                                                                                                 | Fifth (5 <sup>th</sup> ) anniversary of<br>Rate Conversion Date  | One hundred and two percent (102%), declining by one percent (1%) on each succeeding anniversary of the fifth (5 <sup>th</sup> ) anniversary of the Rate Conversion Date until reaching one hundred percent (100%) and one hundred percent (100%) thereafter |
| More than four (4), but not<br>more than seven (7) years                                                                                                 | Third (3 <sup>rd</sup> ) anniversary<br>of Rate Conversion Date  | One hundred two percent (102%), declining by one percent (1%) on each succeeding anniversary of the third (3 <sup>rd</sup> ) anniversary of the Rate Conversion Date until reaching one hundred percent (100%) and one hundred percent (100%) thereafter     |
| Four (4) years or less                                                                                                                                   | Non-callable                                                     |                                                                                                                                                                                                                                                              |

The foregoing notwithstanding, (i) if the Bonds bear interest at the Adjustable Rate and if any anniversary of the Rate Conversion Date falls on a date which is other than the first (1<sup>st</sup>) Business Day of a month, such anniversary shall be deemed to occur on the first (1<sup>st</sup>) Business Day of the month in which such anniversary falls and (ii) if the Bonds bear interest at the Fixed Rate and if any anniversary of the Rate Conversion Date falls on a date which is other than the first (1<sup>st</sup>) calendar day of a month, such anniversary shall be deemed to occur on the first (1<sup>st</sup>) calendar day of the month in which such anniversary falls.



(b) **Mandatory Redemption Upon Determination Of Taxability.** The Bonds are subject to mandatory redemption in whole on the earliest date after the required notice of redemption can be given following a Determination of Taxability but not less than thirty-five (35) days following the Trustee's receipt of notice of such occurrence at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date. Notwithstanding anything in this Indenture to the contrary the Trustee shall give immediate written notice of the occurrence of a Determination of Taxability to the Issuer, the Bondholders of the affected Bonds, the Borrower, any Credit Entity and any Liquidity Entity. All of the Bonds outstanding on the redemption date selected shall be redeemed on that date, except that Bonds maturing prior to that date, but after the selection thereof, shall be retired on their maturity date at the same price as if they had been called for redemption on the redemption date. No other premium shall be payable in the event of a Determination of Taxability.

(c) **Extraordinary Optional Redemption.** During an Adjustable Rate Period or after interest on the Bonds has been converted to a Fixed Rate, at the option of the Borrower, with the consent of the Credit Entity, the Bonds shall be subject to redemption in whole and not in part prior to maturity, at a redemption price of one hundred percent (100%) of the principal amount to be redeemed plus accrued interest to the date fixed for redemption, upon receipt by the Trustee of a written certification of the Borrower fixing a redemption date (which date shall be at least forty-five (45) days but not more than seventy-five (75) days after the date of the certification), and stating that one (1) of the following events has occurred:

(i) the Project shall have been damaged or destroyed to such an extent that, in the opinion of the Borrower, (A) the required restoration and repair could not reasonably be expected to be completed within a period of nine (9) months after commencement of restoration or repair, (B) the Borrower is prevented or would likely be prevented from using the Project for its normal purposes for a period of nine (9) months or more or (C) the cost of restoration and repair would exceed twenty-five percent (25%) of the original cost of constructing the Project; or

(ii) title to the whole or any part of the Project or the use or possession thereof shall have been taken or condemned by a governmental authority to such an extent that, in the opinion of the Borrower, the Borrower is prevented from using the Project for its normal purposes for a period of nine (9) months or more; or

(iii) changes, which the Borrower cannot reasonably control or overcome, in the economic availability of materials, supplies, labor, equipment and other properties and things necessary for the efficient operation of the Project for the purposes contemplated by the Borrower shall have occurred, or technological or other changes shall have occurred which, in the opinion of the Borrower, render uneconomic for such purposes the continued operation of the Project; or

(iv) unreasonable burdens or excessive liabilities, in the opinion of the Borrower,

shall have been imposed upon the Borrower with respect to the Project or the operation of the Project, including, but without being limited to, federal, state or other ad valorem, property, income or other taxes, other than such taxes as are currently imposed on the date of this Indenture, including, but without being limited to, ad valorem taxes imposed on the date of this Indenture upon privately owned property used for the same general purposes as the Project; or

(v) as a result of any changes in the Constitution or laws of the State or of the United States of America or of any legislative, executive or administrative action (whether state or federal), or of any final decree, judgment or order of any court or administrative body (whether state or federal), the obligations of the Borrower under the Loan Agreement shall have become, in the opinion of counsel to the Borrower, void, unenforceable or impracticable to perform, in each case in any material respect in accordance with the intent and purpose of the parties as expressed in the Loan Agreement or the Borrower shall be unable to use the Project for a period of nine (9) months or more.

(d) Mandatory Redemption To The Extent Of Excess Monies In The Project Fund. The Bonds are subject to mandatory redemption, in the maximum principal amount of Authorized Denominations permitted from the balance of monies transferred to the Bond Fund as described in (ii) below, and not otherwise necessary for the payment of principal of, premium, if any, or interest on the Bonds within the next twelve (12) months. Such redemption shall occur on the first (1<sup>st</sup>) Interest Payment Date upon which proper notice of redemption can be given following (i) delivery by the Borrower of the Completion Certificate pursuant to Section 3.3(c) of the Loan Agreement and (ii) the transfer of excess monies, if any, from the Project Fund to the Bond Fund pursuant to Section 3.3(d) of the Loan Agreement. Such Bonds shall be redeemed at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date.

(e) Eligible Funds. Except for those amounts to be applied to redeem or pay Borrower Bonds or Purchased Bonds, all amounts applied to effect the redemptions described in this Section 3.01 shall be Eligible Funds, unless the Bonds have been converted to a Fixed Rate without a Credit Facility being in effect in accordance with Section 2.03(b) hereof.

#### Section 3.02 Selection Of Bonds To Be Redeemed.

A redemption of Bonds shall be a redemption of the whole or of any part of the Bonds from any funds available for that purpose in accordance with the provisions of this Indenture, provided, that there shall be no partial redemption of any Bond which would result in the unredeemed portion not being of an Authorized Denomination. If less than all the Bonds shall be called for redemption under any provision of this Indenture permitting such partial redemption, the particular Bonds

to be redeemed shall be selected first from Purchased Bonds, next from other Borrower Bonds and thereafter by the Trustee, in such manner as the Trustee in its discretion may deem fair and appropriate (except when the Bonds are held in the book-entry system, in which case the selection of Bonds to be redeemed will be made in accordance with the procedures established by D.T.C. or any other applicable book-entry depository), in the principal amount designated to the Trustee by the Borrower or otherwise as required by this Indenture; provided, however, that the portion of any Bond to be redeemed shall be in an Authorized Denomination. If it is determined that a portion, but not all, of the principal amount represented by any such Bond is to be called for redemption, then, upon notice of intention to redeem such portion, the Registered Owner of such Bond upon surrender of such Bond to the Trustee for payments to such Registered Owner of the redemption price of the portion called for redemption shall be entitled to receive a new Bond or Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds representing the unredeemed balance of the principal amount of such Bond shall be issued to the Registered Owner thereof, without charge therefor. If the Registered Owner of any such Bond of a denomination greater than the principal amount to be redeemed shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the portion of the principal amount called for redemption (and to that extent only).

#### Section 3.03 Procedure For Redemption.

(a) In the event any of the Bonds are called for redemption, the Trustee shall give notice, in the name of the Issuer, of the redemption of such Bonds, which notice shall (i) specify the Bonds (or portions thereof) to be redeemed, the redemption date, the redemption price and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent, if any) and, if less than all of the Bonds are to be redeemed, the numbers of the Bonds, and the portion of the Bonds, so to be redeemed, (ii) state any condition to such redemption and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Bonds to be redeemed shall cease to bear interest, provided that Eligible Funds are available for such purpose on that date, and if, in the case of any optional redemption, Eligible Funds are not available on such date, the redemption shall be cancelled. Such notice may set forth any additional information relating to such redemption. Such Notice by Mail shall be given at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the Holders of Bonds to be redeemed. Failure to duly give notice of redemption by mail to any particular Bondholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds for which notice has been properly given.

(b) Any Bonds and portions of Bonds which have been duly selected for

redemption and which are deemed to be paid in accordance with Article VII hereof shall cease to bear interest on the specified redemption date.

(c) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless there shall be a default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Trustee at the redemption price. Upon surrender for any partial redemption of any Bonds, there shall be issued to the Registered Owner a new Bond or Bonds in the amount of the unredeemed principal in an Authorized Denomination. All Bonds which have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued.

(d) In addition to the official notice of redemption, if the Bonds are not then held under a book-entry only system, further notice shall be given by the Trustee in the name of the Issuer as set out below; provided, however, that neither the failure to give any such notice nor any defect in any notice so given shall affect the sufficiency or validity of any proceedings for the redemption of the Bonds. Each further notice of redemption given hereunder shall contain the information required for an official notice of redemption plus: (i) the C.U.S.I.P. numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date by certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of the type comprising the Bonds (such depositories now being The Depository Trust Company of New York, New York) and to one (1) or more national information services, chosen in the discretion of the Trustee, that disseminate notice of redemption of obligations such as the Bonds.

(e) The Trustee shall at all reasonable times make available to any interested party complete information as to Bonds which have been redeemed or called for redemption.

#### Section 3.04 No Partial Redemption After Default.

Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and be continuing any Event of Default under this Indenture, there shall be no redemption of less than all of the Bonds at the time Outstanding.

### Section 3.05 Payment Of Redemption Price.

For the redemption of any of the Bonds, the Issuer shall cause to be deposited with the Trustee, who shall deposit such amount in the Bond Fund an amount of Eligible Funds sufficient to pay the principal of, premium, if any, and interest to become due on such Bonds on the date fixed for such redemption. Any amount in the Bond Fund available on such redemption date for payment of the principal of and accrued interest and premium, if any, on the Bonds to be redeemed shall be credited against any amount required to be caused to be so deposited in the Bond Fund. If the Bonds have been converted to a Fixed Rate without a Credit Facility pursuant to Section 2.03(b) hereof, then amounts, which need not be Eligible Funds, shall be deposited with the Trustee to effect such redemption.

### Section 3.06 Optional Tenders While Bonds Bear Interest At The Weekly Rate Or Monthly Rate.

(a) Purchase Date. During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate, the Registered Owners of Bonds may elect to have their Bonds (or portions thereof in Authorized Denominations; provided, however, that Bonds may not be tendered for purchase in part unless the principal amount not to be tendered for purchase is an Authorized Denomination) purchased at a Purchase Price equal to one hundred percent (100%) of the principal amount of such Bonds (or portions), plus accrued interest, if any. Any such Bond may be tendered for purchase on the demand of the Registered Owner thereof at a Purchase Price payable in immediately available funds on any Business Day while Bonds are in the Weekly Rate Period and on the first (1<sup>st</sup>) Business Day of each month while Bonds are in the Monthly Rate Period upon delivery of a written notice of tender, meeting the further requirements of subsection (b) below, to the Tender Agent or if the Bonds are held in a book-entry only system, the Remarketing Agent, at their respective Principal Offices not later than 4:00 P.M., Chicago time, on a Business Day not fewer than seven (7) days prior to the purchase date specified in such notice.

(b) Notice Of Optional Tender. Each notice of optional tender:

(i) shall be delivered to the Tender Agent or the Remarketing Agent, as applicable, at their respective Principal Offices and be in form satisfactory to the Tender Agent and Remarketing Agent;

(ii) shall state in writing (A) the principal amount of the Bond or Bonds and the Bond number or numbers to which the notice relates, (B) that the Registered Owner irrevocably demands purchase of such Bond or Bonds or a specified portion thereof in an Authorized Denomination (provided, however, that Bonds may not be tendered for purchase in part unless the principal amount not to be tendered for purchase is an Authorized Denomination), (C) the date on which such

Bond or Bonds or portion is to be purchased, (D) payment instructions with respect to the Purchase Price and (E) that the Bonds will be delivered to the Principal Office of the Tender Agent or Remarketing Agent, as applicable, on the purchase date; and

(iii) shall automatically constitute (A) an irrevocable offer to sell the Bond or Bonds (or portion thereof) to which the notice relates on the purchase date, at a price equal to the principal amount of such Bond or Bonds (or portion thereof) plus any interest thereon accrued and unpaid as of the purchase date, (B) an irrevocable authorization and instruction to the Tender Agent or Remarketing Agent, as applicable, to effect transfer of such Bond or Bonds (or portion thereof) upon payment of such price to the Tender Agent or Remarketing Agent, as applicable, on the purchase date, (C) an irrevocable authorization and instruction to the Tender Agent or Remarketing Agent, as applicable, to effect the exchange of the Bond or Bonds to be purchased in whole or in part for other Bonds in an equal aggregate principal amount so as to facilitate the sale of such Bond or Bonds (or portion thereof to be purchased) and (D) an acknowledgment that upon payment of such Purchase Price to the Tender Agent or Remarketing Agent, as applicable, on the purchase date, such Registered Owner will have no further rights with respect to such Bond or Bonds (or portion thereof) except for the right of such Registered Owner to receive such Purchase Price upon surrender of such Bond or Bonds to the Tender Agent or Remarketing Agent, as applicable, and that after the purchase date such Registered Owner will hold such undelivered Bond or Bonds as agent for the Tender Agent or Remarketing Agent, as applicable. The determination of the Tender Agent or Remarketing Agent, as applicable, as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the Remarketing Agent and the Registered Owner. The Tender Agent or Remarketing Agent, as applicable, may, in its sole discretion, waive irregularities in conforming tenders.

(c) Bonds To Be Remarketed. Not later than 11:00 A.M., Chicago time, on the Business Day immediately following the date of receipt of any notice of tender, the Tender Agent shall notify the Trustee and the Remarketing Agent, by telephone promptly confirmed in writing or, in the event the Bonds are held in the book-entry only system, the Remarketing Agent shall notify the Trustee and the Tender Agent by telephone promptly confirmed in writing, of the principal amount of Bonds (or beneficial interests in the Bonds or portions thereof) to be purchased and the date of purchase.

(d) Purchase Of Tendered Bonds.

(i) Notices By Remarketing Agent. At or before 3:00 P.M., Chicago time, on the Business Day immediately preceeding the date fixed for purchase of tendered Bonds, the Remarketing Agent shall give notice by telephone, telegram, telecopy, or other similar communication to the Trustee, the Liquidity Entity and the Tender Agent (promptly confirmed in writing) of the principal amount of tendered Bonds

which have been remarketed by that time and the principal amount of Bonds not remarketed. Such Bonds or beneficial interests in such Bonds which have not been remarketed shall be held by the Tender Agent and registered as provided in Section 3.14 hereof, until remarketed, except as otherwise instructed by the Liquidity Entity. At or before 3:00 P.M., Chicago time, on the Business Day prior to the purchase date to the extent known to the Remarketing Agent, the Remarketing Agent shall give notice to the Trustee and the Tender Agent by telephone (promptly confirmed in writing) of the principal amount of Bonds (or beneficial interests therein) remarketed, and the principal amount of Bonds not remarketed, if the Bonds are no longer held in a book-entry only system, names, addresses and taxpayer identification numbers of the purchasers and the denominations of Bonds to be delivered to each purchaser.

(ii) Remarketing Of Tendered Bonds. Pursuant and subject to the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best effort to find purchasers for all Bonds (or beneficial interests therein) or portions thereof for which notice of optional tender has been received pursuant to Section 3.06(b) above. The Remarketing Agent shall provide notice (promptly confirmed in writing) to the Trustee and the Tender Agent of the amount of remarketing proceeds it has for the payment (and the amount not received) of the Purchase Price for tendered Bonds or beneficial interests therein (in exchange for new registered Bonds) in immediately available funds at or before 8:00 A.M., Chicago time, on the purchase date. The Remarketing Agent shall provide for the payment of the Purchase Price of such tendered Bonds or beneficial interests therein by the purchasers thereof on each purchase date, or, if the Bonds are no longer held in a book-entry only system, the Remarketing Agent shall provide for such payment to the Tender Agent in immediately available funds at or before 10:00 A.M., Chicago time, on each purchase date, and shall provide the Tender Agent with the applicable Federal Funds wire transfer number as soon as possible after initiating such transfer and the Tender Agent shall make such payment with respect to the tendered Bonds. Notwithstanding the foregoing, the Remarketing Agent shall not sell any Bond (or beneficial interest therein) as to which a notice of conversion of interest rate or notice of redemption has been given by the Trustee unless the Remarketing Agent has advised the party to whom the sale is made of the proposed conversion.

(iii) Sources Of Payment -- Required Draws On Liquidity Facility. The Purchase Price of tendered Bonds will be paid by the Tender Agent or the Remarketing Agent, as applicable, from the following sources of funds and in the following order of priority:

First, proceeds of the remarketing of Bonds (or beneficial interests therein) to persons other than the Issuer, the Borrower or any affiliate of any of them; and

Second, monies drawn under the terms of the Liquidity Facility for payment of such Purchase Price; and

Third, monies furnished by the Borrower pursuant to the Loan Agreement.

Prior to 8:30 A.M., Chicago time, on the date fixed for purchase, the Trustee shall make a demand under the Liquidity Facility in accordance with its terms (and shall also give notice of such demand to the Borrower by telephone, telecopy or other similar communication) for the total Purchase Price of tendered Bonds (or beneficial interests therein) as to which the Remarketing Agent does not have funds on hand as indicated in its notice to the Trustee and the Tender Agent and directing, or making, payment of the amount demanded to the Tender Agent or Remarketing Agent, as applicable. Following such demand the Liquidity Entity shall, at or before noon, Chicago time, on the date fixed for purchase honor its obligations with respect to providing an amount sufficient to pay the Purchase Price of all such Bonds (or beneficial interests therein) tendered or purchased on such date. All monies drawn by the Trustee under this section shall be deposited on or before 12:30 P.M., Chicago time, on the date fixed for purchase with the Tender Agent or Remarketing Agent, as applicable, and shall be deposited by the Tender Agent or Remarketing Agent, as applicable, in the Tender Fund to be used solely for the payment of the Purchase Price of tendered Bonds (or beneficial interests therein) and shall not be commingled with other funds held by the Tender Agent or Remarketing Agent, as applicable, and shall not be invested. No draws shall be made against the Liquidity Facility or the Credit Facility for Purchased Bonds or Borrower Bonds.

(iv) Payments By The Tender Agent. At or before 1:30 P.M., Chicago time, on the date set for purchase of tendered Bonds (or beneficial interests therein) and upon receipt by the Tender Agent or Remarketing Agent, as applicable, of one hundred percent (100%) of the aggregate Purchase Price of the tendered Bonds or beneficial interests therein, the Tender Agent or Remarketing Agent, as applicable, shall pay the Purchase Price of such Bonds (or beneficial interests therein) to the Registered Owners or beneficial owners thereof at its Principal Office or, upon request of a Registered Owner or beneficial owner meeting the requirements set forth in Sections 2.04(a) and 2.04(b)(iv) hereof, by bank wire transfer. Such payments shall be made in immediately available funds. If the Tender Agent or Remarketing Agent, as applicable, receives Eligible Funds in an amount of more than one hundred percent (100%) of the aggregate Purchase Price of tendered Bonds (or beneficial interests therein), it shall return any monies drawn on the Liquidity Facility which are not needed for the payment of such Purchase Price to the Liquidity Entity on or before 1:30 P.M. Chicago time on the purchase date. As provided in Section 3.08 hereof, if sufficient funds are not available for the purchase of all tendered Bonds (or beneficial interests therein), no purchase shall be consummated.

(v) Registration And Delivery Of Tendered Or Purchased Bonds. In the event the Bonds are no longer held in a book-entry only system, on the date of purchase, the Tender Agent shall register and deliver (or hold) or cancel all Bonds



purchased on any purchase date as follows: (A) Bonds remarketed by the Remarketing Agent for which the Tender Agent shall have received the Purchase Price shall be registered and made available to the Remarketing Agent by 1:15 P.M., Chicago time, in accordance with the instructions of the Remarketing Agent; and (B) Bonds purchased with amounts provided by the Liquidity Entity shall be registered as provided in Section 3.14 hereof

(vi) Delivery Of Bonds. In the event the Bonds are no longer held in a book-entry only system, all Bonds to be purchased on any date shall be required to be delivered to the Principal Office of the Tender Agent on the date specified in the optional tender notice delivered pursuant to Section 3.06(a) hereof. Each Bondholder of any Bonds which are to be so tendered as described above in Section 3.06(a) shall be entitled to receive the Purchase Price of such Bonds by delivery of such Bonds to the Tender Agent, provided that, in order to receive payment on the date on which such Bonds are to be purchased, such delivery must be made at any time prior to 1:30 P.M., Chicago time, on the date on which such Bond must be delivered. Owners of such Bonds delivered at any time after 1:30 P.M., Chicago time, on such date shall not be entitled to receive payment until the business day next following the date of delivery of the Bonds.

(vii) Bonds Tendered After Call For Redemption. Any Bond (or beneficial interests therein) tendered after a call for redemption, but before the applicable redemption date, shall be purchased pursuant to the tender. If such Bond (or beneficial interests therein) has been selected for redemption and is remarketed prior to the redemption date, the replacement Bond (or beneficial interests therein) issued upon such remarketing shall be redeemed on the redemption date.

(viii) Monies Uninvested. Monies held by the Tender Agent or Remarketing Agent, as applicable, to pay the Purchase Price of Bonds may not be invested while so held.

The following two (2) paragraphs apply in the event that the Bonds are no longer held in a book-entry only system:

If the Registered Owner of any Bond (or portion thereof) that is subject to purchase pursuant to this section fails to deliver such Bond to the Tender Agent for purchase on the date specified above, and if the Tender Agent is in receipt of Eligible Funds in an amount equal to the Purchase Price therefor, such Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and ownership of such Bond (or portion thereof) shall be transferred to the purchaser thereof as provided in subsection (d)(v) above. Any Registered Owner who fails to deliver such Bond for purchase shall have no further rights thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Bond to the Tender Agent. The Tender Agent shall, as to any tendered Bonds which have not been delivered to it,

promptly notify the Remarketing Agent and the Bond Registrar of such nondelivery, and the Bond Registrar shall place a stop transfer against an appropriate amount of Bonds registered in the name of such Registered Owner(s) on the Bond registration books. The Bond Registrar shall place such stop(s) commencing with the lowest serial number Bond registered in the name of such Registered Owner(s) until stop transfers have been placed against an appropriate amount of Bonds until the appropriate tendered Bonds are delivered to the Tender Agent. Upon such delivery, the Tender Agent shall notify the Bond Registrar, and the Bond Registrar shall make any necessary adjustments to the Bond registration books.

Tendered Bonds must be physically delivered by their owners properly endorsed for transfer. Each Bond must be accompanied by an instrument of transfer satisfactory to the Tender Agent executed in blank by the Registered Owner and with the signature of such Registered Owner guaranteed by a bank, trust company or member firm of the New York Stock Exchange. The Tender Agent may refuse to accept delivery of any Bond for which a proper instrument of transfer has not been provided.

Section 3.07 Mandatory Tender Upon Rate Conversion Date; Expiration Or Substitution Of Credit Facility Or Liquidity Facility; And Default Under Credit Facility Agreement Or Liquidity Facility Agreement.

(a) Mandatory Tender On Rate Conversion Date. On any Rate Conversion Date pursuant to Section 2.03 hereof, Bonds are subject to mandatory tender for purchase at the Purchase Price.

(b) Mandatory Tender Upon Expiration Or Substitution Of Credit Facility Or Liquidity Facility. Bonds (or beneficial interests therein) shall be subject to mandatory tender for purchase as follows:

(i) The Bonds (or beneficial interests therein) are subject to mandatory tender on the third (3<sup>rd</sup>) business day preceding each Expiration Date if the Borrower has not delivered to the Trustee by the fortieth (40<sup>th</sup>) day prior to the Expiration Date (i) a written copy of an extension of the Expiration Date of the Credit Facility or Liquidity Facility, as the case may be, or (ii) an Alternate Credit Facility or Substitute Liquidity Facility, as the case may be, as described in Section 2.12(b) or (c), as applicable. Such mandatory tender shall be at a Purchase Price equal to the principal amount thereof plus accrued interest, if any. No draw on an Alternate Credit Facility or Substitute Liquidity Facility delivered as provided above shall be made prior to the termination of the Credit Facility or Liquidity Facility which it is to replace.

(ii) The Bonds (or beneficial interests therein) are subject to mandatory tender

on each Substitution Date occurring while the Bonds are in a Weekly Rate Period or a Monthly Rate Period (subject to the right of the owners thereof to retain such Bonds as provided in Section 3.07(f) below). Such mandatory tender shall be at a Purchase Price equal to the principal amount thereof plus accrued interest, if any.

(c) Mandatory Tender Upon Default By Borrower Under Credit Facility Agreement Or Liquidity Facility Agreement. Upon (i) the written direction of the Credit Entity or the Reimbursement Bank stating that the Bonds (or beneficial interests therein) shall be subject to mandatory tender because there has been an Event of Default under the Credit Facility Agreement or (ii) the written direction of the Liquidity Entity stating that the Bonds (or beneficial interests therein) shall be subject to mandatory tender because there has been an Event of Default under the Liquidity Facility Agreement, the Bonds (or beneficial interests therein) shall be subject to mandatory tender on the Tender Date (which shall be a date selected by the Trustee within five (5) to ten (10) days after the date of such notice to the Trustee) described in the next sentence at a Purchase Price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to such Tender Date.

(d) Notice Of Mandatory Tender. At least thirty (30) days (five (5) to ten (10) days in the case of Section 3.07(c) hereof) prior to a Tender Date, the Trustee shall give notice of a Mandatory Tender Date (i) to the Holders and (ii) the Remarketing Agent; provided that failure to receive notice of a mandatory tender, or any defect in that notice, as to any Bond (or any other beneficial interests therein) shall not affect the validity of the proceedings for the mandatory tender of that Bond (or any beneficial interests therein) or any other Bond (or any other beneficial interests therein). All notices to Holders under this section shall be given by mail. All notices to persons other than Holders pursuant to this section may be given by overnight delivery service or as otherwise provided in Section 12.04 hereof.

The notice of mandatory tender pursuant to this section shall state (i) the mandatory tender requirement under this Section 3.07 and that the Holders (or Beneficial Owners) are required, subject to (iv) below, to tender Bonds (or beneficial interests therein) for purchase pursuant to this section, (ii) notwithstanding the foregoing, upon a mandatory tender on a Substitution Date, the holders shall have the right to retain their Bonds by following the procedures in Section 3.07(f) of this Indenture, which shall be specified, (iii) the Tender Date and the procedures set forth in this Section for making a mandatory tender of Bonds (or beneficial interests therein), (iv) the right of Holders of One Million Dollars (\$1,000,000) or more in aggregate principal amount of Bonds (or beneficial interests therein) to request payment of the Purchase Price by wire transfer in the continental United States and that, in order to exercise this right, written wire transfer instructions must be given to the Trustee at least one Business Day prior to the Tender Date, (v) if the Bonds are no longer held in the book-entry only system, that no payment of the Purchase

Price shall be made to any Holder until it makes physical delivery of its Bonds to the Trustee, (vi) if the Bonds are no longer held in a book-entry only system, that if a Holder does not make physical delivery of its Bonds, such Bonds will be deemed tendered and such Holder will be entitled to no payment (including interest to accrue subsequent to that Tender Date) other than the Purchase Price for such Bonds upon surrender of such Bonds to the Trustee and (vii) that if the conditions to the mandatory tenders, if any, cannot or will not be met for any reason on such Tender Date, the Bonds will continue to bear interest based on the same rate determination method as in effect immediately preceding the proposed Tender Date, unless the Credit Facility or Substitute Credit Facility shall have expired or shall have not been delivered, in which case the Bonds (or beneficial interests therein) shall be mandatorily tendered.

(e) Remarketing Of Tendered Bonds. In accordance with the terms of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for Bonds (or beneficial interests therein) tendered or deemed tendered under this Section 3.07, except for Bonds tendered pursuant to Section 3.07(b)(i) or 3.07(c) and except as provided in Section 3.10. In the event of a conversion of interest on the Bonds to the Adjustable Rate or to a Fixed Rate, in no event shall the Remarketing Agent sell any such Bond (or beneficial interests therein) to any party, unless the Remarketing Agent has advised such party that after the Rate Conversion Date, the Bonds (or beneficial interests therein) will not be subject to tender at the option of the Registered Owner. The Tender Agent shall hold such funds for the purchase of such tendered Bonds (or beneficial interests therein) pursuant to Section 3.06(d)(iii) hereof. Pending payment of such funds as aforesaid, the Tender Agent shall hold such funds uninvested.

(f) Purchase Of Tendered Bonds. The provisions of Section 3.06(c) and (d) shall apply to tenders pursuant to this Section 3.07.

(g) Waiver Of Mandatory Purchase In Connection With Delivery Of Alternate Credit Facility Or Substitute Liquidity Facility. Upon and in connection with a mandatory purchase upon replacement of any Credit Facility or Liquidity Facility with an Alternate Credit Facility or Substitute Liquidity Facility as described in Section 3.07(b)(ii), an owner may direct the Tender Agent or Remarketing Agent, as applicable, not to purchase all or a portion (in an Authorized Denomination) of any Bonds held by such owner by delivery to the Tender Agent or the Remarketing Agent, as applicable, at their respective addresses on or before the seventh (7<sup>th</sup>) day preceding the date fixed for such purchase an instrument or instruments in writing executed by such owner (i) specifying the numbers and denominations of Bonds held by such owner, (ii) acknowledging receipt of notice of the matters set forth in Section 2.12 hereof, including the fact that the rating on the Bonds may be reduced or withdrawn and (iii) directing the Tender Agent or Remarketing Agent, as applicable not to purchase such Bonds or portions thereof; provided, however, that an owner who makes such a direction must continue to own such Bonds at least through the date fixed for such purchase.

Any instrument delivered to the Tender Agent or the Remarketing Agent in accordance with this section shall be irrevocable with respect to the purchase for which such instrument was delivered and shall be binding upon subsequent owners of the Bonds, including Bond issued in exchange therefor or upon the registration of transfer thereof, but such instrument shall have no effect upon any subsequent purchase of Bonds.

#### Section 3.08 Inadequate Funds For Tenders.

If the funds available for purchases of Bonds (or beneficial interests therein) pursuant to this Article III are inadequate for the purchase of all Bonds (or beneficial interests therein) tendered on any purchase date, the Tender Agent shall: (a) return all tendered Bonds (or beneficial interests therein) to the Registered Owners or beneficial owners thereof; (b) return all monies received for the purchase of such Bonds (or beneficial interests therein) to the parties providing such monies; and (c) notify the Remarketing Agent, the Credit Entity, the Liquidity Entity, the Borrower and the Trustee of the return of such Bonds (or beneficial interests therein) and monies and the failure to make payment for tendered Bonds (or beneficial interests therein).

#### Section 3.09 Duties Of The Tender Agent.

The Tender Agent agrees that it shall:

(a) in the event the Bonds are no longer held in book-entry only form, hold all Bonds delivered to it pursuant to Sections 3.06 or 3.07 hereof in trust solely for the benefit of the respective Bondholders which shall have so delivered such Bonds until monies representing the Purchase Price of such Bonds shall have been delivered to or for the account of or to the order of such Bondholders; and

(b) hold all monies delivered to it pursuant to Sections 3.06 and 3.07 for the purchase of Bonds in trust solely for the benefit of the party which shall have so delivered such monies until the purchase date; and on and after the purchase date, the Tender Agent shall hold all such monies in trust solely for the benefit of the respective owners of the Bonds so purchased until the Tender Agent shall have paid the Purchase Price with respect to such Bonds (or beneficial interests therein) to such owners; provided, that if any monies remain after the payment in full of the Purchase Price of all Bonds (or beneficial interests therein) tendered for purchase pursuant to Sections 3.06 and 3.07 hereof, such monies shall be held in trust for the benefit of the Borrower, to be applied in accordance with Article V hereof.

### Section 3.10 Duties Of The Remarketing Agent.

The Remarketing Agent shall perform the duties set out in this Article III and the Remarketing Agreement. Notwithstanding any other provisions herein to the contrary, the Remarketing Agent shall be under no obligation to remarket Bonds if an Event of Default or a Determination of Taxability has occurred and is continuing hereunder, and the Remarketing Agent shall not sell any Bond in such circumstances unless the Remarketing Agent has advised the party to whom the sale is made of the Event of Default. The Remarketing Agent also agrees to comply with the provisions of Section 3.09(b) above if Bonds are held in a book-entry only system.

### Section 3.11 Untendered Bonds.

Bonds which are not presented for payment on the purchase date due to acceleration or otherwise or due to an optional or mandatory tender, will nonetheless be deemed purchased on such date. Accrued interest payable to the date of purchase of Bonds (or beneficial interests therein) tendered pursuant to Section 3.06 or 3.07, or portions thereof, purchased as provided above will be paid to the Holder as of the Record Date next preceding the date of purchase of such Bonds (or beneficial interests therein) or portions thereof in the same manner as if such Bonds (or beneficial interests therein) or portions thereof were not purchased. Such Bonds (or beneficial interests therein) or such portions thereof will be deemed "Untendered Bond". Promptly after the date required for purchase, the Tender Agent, or Remarketing Agent, as applicable, will mail a notice to each Holder of an Untendered Bond, which notice will state that interest on such Untendered Bond ceased to accrue on such date referred to above, and that monies representing the Purchase Price for such Untendered Bond (less any accrued interest paid to such Holder pursuant to the terms of the Bonds) are available against surrender thereof at the Principal Office of the Tender Agent, or Remarketing Agent, as applicable. The Tender Agent, or Remarketing Agent, as applicable, will hold such monies, without liability for interest thereon, in trust in the Tender Fund for the benefit of such Holder, who will thereafter be restricted exclusively to such monies for any claim of whatever nature under the Indenture or on, or with respect to, such Untendered Bond. Any monies so deposited with and held by the Tender Agent, or Remarketing Agent, as applicable, and not so applied to the payment of such Untendered Bonds within two (2) years after such date referred to above will be paid by the Tender Agent, or Remarketing Agent, as applicable, to the Borrower (provided, however, that if the Borrower then owes any amounts to the Credit Entity and/or Liquidity Entity (as certified in writing by either or both of them to the Tender Agent, or Remarketing Agent, as applicable), the Tender Agent, or Remarketing Agent, as applicable, shall pay such monies first to the Credit Entity, then to the Liquidity Entity (in each case to the extent of monies owed to them) and the balance, if any, to the Borrower, and thereafter the former Holders will be entitled to look only to the Borrower for payment and then only to the extent of the

amount so repaid.

#### Section 3.12 Cancellation.

All Bonds which have been redeemed shall be canceled and destroyed by the Trustee as provided in Section 5.03 hereof.

#### Section 3.13 Bonds Redeemed In Part.

Any Bond which is to be redeemed only in part shall be surrendered (with due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed in blank by, the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of any Authorized Denomination or Denominations as requested by such Holder, and in an aggregate principal amount equal to the unredeemed portion of the principal of the Bonds surrendered.

#### Section 3.14 Holding And Purchase Of Purchased Bonds.

(a) Purchased Bonds (or beneficial interests therein) purchased pursuant to Section 3.06 or Section 3.07 hereof with monies provided under the Liquidity Facility shall be registered in the name of the Borrower or, at the option of the Liquidity Entity, in the name of the Liquidity Entity or its designee, shall be held by the Trustee in trust for the benefit of the Liquidity Entity, and shall not be transferred or exchanged by the Trustee until the Trustee has received from the Liquidity Entity notice by telephone (promptly confirmed in writing) or in writing or by telecopy, that the Liquidity Entity has been reimbursed (either by the Borrower or pursuant to a remarketing of the Bonds (or beneficial interests therein) by the Remarketing Agent) for the amounts disbursed under the Liquidity Facility to pay the Purchase Price of such Bonds (or beneficial interests therein), and that, if not already reinstated, the commitment of the Liquidity Facility to purchase such Bonds (or beneficial interests therein) has been reinstated in the amount of the aggregate principal amount of such Bonds (or beneficial interests therein) plus the amount originally provided by the Liquidity Facility to pay the portion of the Purchase Price equal to the accrued interest, if any, on such Bonds (or beneficial interests therein). In such event, the Trustee shall then release such Bonds (or beneficial interests therein), and register the transfer of such Bonds (or beneficial interests therein) in the name or names of the Borrower or the new Registered Owners thereof as shall be provided by the Remarketing Agent by notice, as the case may be. Unless otherwise directed in writing by the Liquidity Entity, proceeds of the remarketing of such Purchased Bonds (or beneficial interests therein) shall be paid to the Liquidity Entity.

(b) Purchased Bonds (or beneficial interests therein) purchased pursuant to Section 3.06 or 3.07 hereof with proceeds of a drawing under the Credit Facility shall be registered in the name of the Borrower, or, at the option of the Credit Entity, in the name of the Credit Entity or its designee, shall be held by the Trustee in trust for the benefit of the Credit Entity and shall not be transferred or exchanged by the Trustee until the Trustee has received from the Credit Entity notice by telephone (promptly confirmed in writing) or in writing or by telecopy, that the Credit Entity has been reimbursed (either by the Borrower or pursuant to a remarketing of the Bonds (or beneficial interests therein) by the Remarketing Agent) for the drawing or portion of the drawing made under the Credit Facility to pay the Purchase Price of such Bonds (or beneficial interests therein), and that the Credit Facility has been reinstated in the amount of the aggregate principal amount of such Bonds (or beneficial interests therein) plus the amount originally drawn under the Credit Facility, if not already reinstated, to pay the portion of the Purchase Price equal to the accrued interest, if any, on such Bonds (or beneficial interests therein); and in such event, the Trustee shall then release such Bonds (or beneficial interests therein), and register the transfer of such Bonds in the name or names of the new Registered Owners thereof as shall be provided by the Remarketing Agent by notice. Unless otherwise directed in writing by the Credit Entity, proceeds of the remarketing of such Purchased Bonds (or beneficial interests therein) shall be paid to the Credit Entity.

#### Section 3.15 Tender Fund.

In connection with the tender of any Bonds (or beneficial interests therein) hereunder, it shall be the duty of the Tender Agent or, if the Bonds are held in a book-entry only system, the Remarketing Agent, to hold the monies received by the Tender Agent or Remarketing Agent pursuant to Section 3.06 or 3.07 in accordance with the provisions of this article, without liability for interest thereon, for the benefit of the former Holder of any Untendered Bond, who shall thereafter be restricted exclusively to such monies for any claim of whatever nature on its part under this Indenture on, or with respect to, such Untendered Bond. Such monies shall be held in a separate and segregated fund by the Tender Agent or Remarketing Agent designated the "Tender Fund" and shall not be invested, and the Tender Agent or Remarketing Agent shall not be liable to the Issuer or the Borrower for any interest thereon, and any monies shall be held and applied as provided in Section 3.11 hereof.

The Trustee agrees that it will not furnish to the Tender Agent or Remarketing Agent any of the funds that are placed in the Tender Fund created under this Indenture and that no such funds shall be furnished by the Borrower or the Issuer, except as specifically authorized by this Indenture, and nothing herein shall be construed to permit the Tender Agent or the Remarketing Agent to accept funds of the Issuer or of the Borrower for the purpose of purchasing Tendered Bonds, except as specifically authorized by this Indenture. Neither the Borrower nor the Issuer



shall have any interest in, or ability to withdraw funds from, the Tender Fund, and monies in the Tender Fund shall be used in accordance with this Indenture solely for the payment of the Purchase Price of Bonds tendered or deemed tendered to the Tender Agent, Remarketing Agent or Trustee for purchase.

#### Section 3.16 Book-Entry Only System; Redemptions; Tender Of Bonds.

The Issuer and Trustee acknowledge and agree that, while the Bonds are in the book-entry only system, references in this Article III regarding Bonds should be read, where applicable, to include beneficial interests therein and Bondholders or Registered Owners should be read to include Participants and/or Beneficial Owners, but (a) all rights of ownership must be exercised through D.T.C. and the book-entry only system and (b) all notices that are to be given to Bondholders or Registered Owners will be given only to D.T.C., all pursuant to the terms and conditions of the Representation Letter.

### *Article IV.*

#### *General Covenants.*

#### Section 4.01 Payment Of Principal And Interest.

The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner, provided herein and in each said Bond according to the true intent and meaning thereof, but solely from the revenues and receipts and other amounts pledged for payment of the Bonds which are from time to time held by the Trustee in the Bond Fund. The principal of and interest and premium, if any, on the Bonds are payable solely from the revenues and receipts and other amounts due pursuant to the Loan Agreement (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 from draws on the Credit Facility (and with respect to the Purchase Price of tendered Bonds, the Liquidity Facility) and nothing in the Bonds or in this Indenture shall be construed as pledging any other funds or assets of the Issuer or the Borrower.

The Bonds are limited obligations of the Issuer, payable solely from revenues and receipts to be paid by the Borrower under the Loan Agreement and the Note and amounts credited to such payment under the terms of this Indenture, including amounts paid by the Credit Entity pursuant to the Credit Facility, and are secured under this Indenture by an assignment to the Trustee of the Loan Agreement and

the Note and all revenues and receipts payable by the Borrower thereunder.

Neither the Issuer, the State nor any other political subdivision of the State shall in any event be liable for the payment of the principal of, redemption premium, if any, or interest on any of the Bonds or for the performance of any pledge, obligation, or agreement undertaken by the Issuer except to the extent that monies pledged herein are sufficient therefor.

No officer, agent or employee of the Issuer shall be individually or personally liable for any payment on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

#### Section 4.02 Performance Of Covenants; Issuer.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining hereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State including particularly and without limitation, the Bond Ordinance, to issue the Bonds authorized hereby and to execute this Indenture, and to pledge its right in the revenues and receipts due pursuant to the Loan Agreement and the Note (other than Unassigned Rights), and other amounts pledged hereunder and to assign its rights in the Loan Agreement (other than the Unassigned Rights), that all action on its part for the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Issuer according to the terms thereof and hereof.

#### Section 4.03 Instruments Of Further Assurance.

The Issuer agrees that the Trustee may defend its rights to the payments and other amounts due under the Loan Agreement and the Note for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver, such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned and the amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein provided, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the revenues and receipts payable under the Loan Agreement, or its rights thereunder.

#### Section 4.04 Recording And Filing.

The Trustee will take all actions, solely at the request and at the expense of the Borrower, necessary to facilitate the filing and recording by the Borrower of all continuations of financing statement related to this Indenture, the Loan Agreement, and all supplements thereto, in such manner and in such places as may from time to time be required by law in order to preserve and protect fully the security of the owners of the Bonds and the rights of the Trustee hereunder.

#### Section 4.05 Inspection Of Project Books.

Any books and records which may be in Issuer's possession relating to the Project and the payments and other amounts due pursuant to the Loan Agreement shall at all reasonable times be open to inspection by such accountants or other agencies as the Trustee or the Borrower may from time to time designate.

#### Section 4.06 List Of Bondholders.

The Trustee will keep on file a list of names and addresses of the owners of all Bonds as from time to time registered on the registration books of the Issuer maintained by the Trustee as Bond Registrar, together with the principal amount and numbers of such Bonds. The Trustee shall be under no responsibility with regard to the accuracy of said lists other than to accurately record the information furnished it. At reasonable times and under reasonable requirements established by the Trustee, said list may be inspected and copied by the Credit Entity, the Liquidity Entity, the Borrower or by owners (or a designated representative thereof) of fifteen percent (15%) or more in principal amount of Bonds, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee.

#### Section 4.07 Exemption.

The Issuer covenants that it will at all times do and perform all acts and things necessary or desirable in order to assure that the interest on the Bonds will remain excludable from gross income for the purpose of computing federal income taxes under applicable law.

#### Section 4.08 Arbitrage.

The Issuer shall not use any of the monies held by the Trustee under this Indenture in any manner which would result in the Bonds being classified as "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 4.09 Lack Of Agreement Between Issuer And Borrower For Purchase Of Bonds.

The Issuer hereby covenants and agrees that it shall not enter into any arrangement, formal or informal, with the Borrower (or any related person, as defined in Section 147 of the Code) pursuant to which the Borrower shall purchase the Bonds in an amount related to the amount of the Loan.

Section 4.10 Notices To Rating Agency.

The Trustee shall notify each Rating Agency then rating the Bonds prior to the occurrence of any of the following events: (a) any change in the Trustee, Tender Agent, Remarketing Agent or any other fiduciary or agent serving under the Indenture, (b) any material amendment or supplement to the Indenture, the Loan Agreement, the Liquidity Facility, the Credit Facility, the Liquidity Facility Agreement or the Credit Facility Agreement, (c) the expiration, termination, extension or substitution of the Liquidity Facility or the Credit Facility, (d) the discharge of this Indenture pursuant to Article VII hereof, including, without limitation, upon payment in full of all Bonds, (e) the occurrence of any Rate Conversion Date, (f) any redemption of the Bonds, in whole or in part, or (g) any acceleration of the Bonds upon the occurrence of an Event of Default under this Indenture.

*Article V.*

*Funds And Application Of Revenues And Other Matters.*

Section 5.01 Establishment Of Funds And Accounts.

The following special funds and accounts shall be established and maintained pursuant to the provisions of this Indenture:

- (a) Bond Fund
  - (i) Credit Account
  - (ii) General Account

(b) Project Fund

(c) Rebate Fund

#### Section 5.02 Bond Fund.

(a) There is hereby created and established a "Bond Fund", which shall be held by the Trustee and which shall be used for the purpose of paying the principal and redemption price of and interest on the Bonds and of retiring such Bonds at or prior to maturity at the times and in the manner provided herein. All monies deposited in the Bond Fund shall be disbursed and applied by the Trustee at the times and in the manner provided in this Indenture.

(b) There are hereby created and established in the Bond Fund two (2) accounts herein called the "Credit Account" and the "General Account". There shall be deposited into the respective accounts of the Bond Fund:

(i) To the Credit Account, all payments received pursuant to a draw on a Credit Facility to pay principal of, premium, if any (if premium is covered by the Credit Facility), and interest on the Bonds (other than Purchased Bonds); and

(ii) To the General Account, any amounts other than draws on a Credit Facility received by the Trustee for the payment of principal of, premium, if any, and interest on the Bonds, including proceeds to be used for capitalized interest, if any, and transfers from the Project Fund pursuant to Section 5.07.

(c) The Bond Fund shall be drawn upon for the purpose of paying the principal and redemption price of and interest on the Bonds with Eligible Funds. Payments from the Bond Fund shall be made first from the Credit Account and, if such amounts are not sufficient to pay the principal, premium (if the terms of the Credit Facility permit the payment of such) and interest then due on the Bonds, thereafter from the General Account. No monies from any source other than the proceeds of a draw on a Credit Facility shall be deposited into the Credit Account. Monies set aside from time to time with the Trustee and Paying Agent for the payment of such principal, redemption price and interest shall be held in trust for the Holders of the Bonds in respect of which the same shall have been so set aside. Until so set aside for the payment of principal, redemption price or interest as aforesaid, all monies in the Bond Fund shall be held in trust for the benefit of the Holders of all Bonds at the time outstanding equally and ratably and without any preference or distinction as between Bonds.

While a Credit Facility or Liquidity Facility is in effect, any amounts held in the General Account shall be payable first to the Credit Entity (to the extent of amounts certified in writing to the Trustee by the Credit Entity as being owed to it under the

Credit Facility Agreement) and second to the Liquidity Entity (to the extent of amounts certified in writing to the Trustee by the Liquidity Entity as being owed to it under the Liquidity Facility Agreement).

(d) In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if Eligible Funds sufficient to pay such Bond shall have been deposited in the Bond Fund, all liability of the Issuer to the owner thereof for the payment of such Bond shall forthwith cease, determine 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 owner of such Bond who shall thereafter be restricted exclusively to such monies, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. Such monies shall be held in a separate and segregated fund and shall not be invested.

Any monies so deposited with and held by the Trustee not so applied to the payment of Bonds for at least two (2) years after the date on which the same shall have become due shall then be paid by the Trustee to the Borrower upon the written direction of the Authorized Borrower Representative, provided, however, that if the Borrower then owes any amounts to the Credit Entity and/or Liquidity Entity (as certified in writing by either or both of them to the Trustee), the Trustee shall pay such monies first to the Credit Entity, then to the Liquidity Entity (in each case to the extent of monies owed to them) and the balance, if any, to the Borrower. Thereafter Bondholders shall be entitled to look only to the Borrower for payment, the Borrower shall not be liable for any interest thereon and shall not be regarded as a trustee of such monies, and the Trustee shall have no further responsibilities with respect to such monies.

The obligation of the Trustee under this section to pay any such funds to the Borrower 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.

(e) Whenever the assets of the Bond Fund shall be sufficient in the aggregate to provide Eligible Funds to pay, redeem or retire all Bonds then outstanding, including such interest thereon as may thereafter become due and payable to maturity or date of redemption, no further payments need be made into the Bond Fund.

(f) Any requirement that Eligible Funds be used or deposited hereunder shall not be effective if the Bonds have been converted to a Fixed Rate without a Credit Facility pursuant to Section 2.03(b) hereof.

#### Section 5.03 Disposition Of Bonds Upon Payment.

All Bonds paid and redeemed by the Trustee under the provisions of this Indenture, either at or before maturity, shall be canceled when such payment or redemption is made, and such Bonds, unless then held by the Trustee, shall be delivered to the Trustee. All canceled Bonds shall from time to time be cremated or otherwise destroyed by the Trustee. The Trustee shall execute a certificate of cremation or other destruction describing the Bonds so cremated or otherwise destroyed and the executed certificate shall be retained by the Trustee. Upon the date of final maturity or redemption of all Bonds and provisions for the full payment thereof, the Trustee shall destroy any inventory of unissued certificates.

#### Section 5.04 The Trustee's Maintenance Of Records On Payment Of Bonds.

In connection with the payment, redemption or purchase of all Bonds under the provisions of this Indenture, the Trustee shall keep or cause to be kept accurate records of the source of the monies used to pay, redeem or purchase such Bonds.

#### Section 5.05 Project Fund.

(a) There is hereby created and established a "Project Fund", which shall be held by the Trustee and disbursed by the Trustee at the request of the Borrower and with the consent of the Credit Entity for payment of Costs of the Project in accordance with Section 3.03 of the Loan Agreement.

(b) If an Event of Default occurs under this Indenture, and the Trustee declares the principal of all Bonds and the interest accrued thereon to be due and payable, no monies may be paid out of the Project Fund by the Trustee during the continuance of such an Event of Default, except that monies on deposit in the Project Fund may be transferred into the General Account of the Bond Fund as and when necessary for the purpose of (i) paying the Bonds as due as a result of such Event of Default or (ii) reimbursing the Credit Entity for any advances under the Credit Facility to pay the Bonds as due as a result of such Event of Default; provided, however, that if such an Event of Default shall be waived and such declaration shall be rescinded by the Trustee or the owners of the Bonds pursuant to the terms of this Indenture, the full amount of any such monies in the Project Fund may again be disbursed by the Trustee in accordance with the provisions of Section 3.03 of the Loan Agreement.

(c) The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and after the Project has been completed and a Completion Certificate filed as provided in Section 3.03 of the Loan Agreement, the Trustee shall file an accounting thereof with the Issuer, the Borrower and, at the request of the Credit Entity, the Credit Entity.

Section 5.06 Application Of Bond Proceeds.

The Trustee is hereby authorized to receive the proceeds of the Bonds for and on behalf of the Issuer and to give receipt therefor. The proceeds of the Bonds paid to the Trustee shall be deposited by the Trustee into the Project Fund.

Section 5.07 Completion Of The Project.

The completion of the Project and the payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the Completion Certificate required by the provisions of Section 3.03 of the Loan Agreement. Upon the earlier to occur of (a) the date which is three (3) years after the Closing Date or (b) the date of receipt by the Trustee of the Completion Certificate, any balance remaining in the Project Fund (other than any amount retained by the Trustee for costs not then due and payable or the liability for which the Borrower is contesting or disputing) shall be deposited in the General Account of the Bond Fund and applied to the redemption of the Bonds pursuant to Section 3.01 hereof, or to reimburse the Credit Entity for draws used to pay such redemptions.

Section 5.08 Rebate Fund.

(a) There is hereby created by the Issuer and ordered maintained as a separate deposit account in the custody of the Trustee so long as any Bonds are Outstanding and are subject to a requirement of the Code that arbitrage profits be rebated to the United States of America, a trust fund to be designated as the "Rebate Fund". The Rebate Fund shall be administered in accordance with the terms and provisions of this Section 5.08 and the Tax Compliance Agreement. Except as provided herein and in the Tax Compliance Agreement, neither the Issuer, the Borrower nor any Holder shall have any rights in or claim to monies on deposit in the Rebate Fund.

(b) The Trustee (i) shall make deposits and disbursements from the Rebate Fund in accordance with the Tax Compliance Agreement, (ii) shall invest the amounts held in the Rebate Fund in Permitted Investments in accordance with the written instructions of the Borrower, and (iii) shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. The Trustee shall make information relating to the receipt, investment, disbursement, allocation and application of monies in the Funds and Accounts under this Indenture available to the Borrower and the [Rebate Expert].

(c) The Trustee shall remit part or all of the balances in the Rebate Fund to the United States Treasury in accordance with the [Rebate Instructions] provided to the Trustee by the [Rebate Expert]. The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this Section 5.08, other than from



monies held in the Rebate Fund. Any balances remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any required rebate as specified in the [Rebate Instructions], shall be remitted to the Borrower.

(d) The Issuer agrees to cooperate with the Borrower and the Trustee in the filing of any reporting forms required pursuant to Section 148 of the Code.

#### *Article VI.*

##### *Investment Of Funds And Credit Facility Draws.*

#### Section 6.01 Investment Of Funds And Accounts Held By The Trustee.

All monies held in the Bond Fund and the Project Fund shall be invested by the Trustee at the written direction (or oral direction confirmed in writing) of the Borrower in Investment Obligations, as provided in the Tax Compliance Agreement. Any monies held in the Bond Fund may be invested only in Investment Obligations rated no lower than the then-current rating on the Bonds or if the Bonds are not then rated, the then-current rating of the Credit Entity. Any monies drawn under the Liquidity Facility and the Credit Facility shall be held uninvested; provided, that monies from the Credit Facility drawn to pay interest prior to an Interest Payment Date while the Bonds bear interest at the Weekly Rate or Monthly Rate may be invested in Federal Obligations maturing on or before the next Interest Payment Date. It is expressly agreed that any Investment Obligation may be purchased by the Trustee notwithstanding that an affiliate of the Trustee has underwritten, privately placed or made a market for, any such Investment Obligation, or may in the future underwrite, privately place or make a market for any such Investment Obligation. Interest earnings on investments of amounts held in any Fund or Account shall be retained in such Fund or Account and used for the purposes of such Fund or Account.

#### Section 6.02 Valuation.

In computing the amount in any fund or account held by the Trustee under the provisions of this Indenture, obligations purchased as an investment of monies therein shall be valued at the cost or market price thereof, whichever is lower, exclusive of accrued interest.

#### Section 6.03 Sale Of Investments.

The Trustee shall sell at the best price reasonably obtainable, or present for redemption, any obligation purchased by it as an investment whenever it shall be necessary in order to provide monies to meet any payment or transfer from the fund or account for which such investment was made. The Trustee shall provide the Borrower and the Credit Entity with a written statement, as of the last day of each month, listing all of the Investment Obligations, if any, held for the credit of each fund or account in its custody under the provisions of this Indenture and supplements hereto as of the end of the preceding quarter.

#### Section 6.04 Liability Of The Trustee And Issuer For Investments.

The Borrower shall authorize, direct and confirm in writing all investments by the Trustee. The Trustee shall not be liable or responsible for the making of, or failure to make, any investment authorized by the provisions of this article, in the manner provided in this article, or for any loss resulting from any such investment so made, nor shall the Issuer have any liability in connection therewith.

#### Section 6.05 Draws On The Credit Facility.

During the term of a Credit Facility, the Trustee shall accept and hold the Credit Facility, and shall draw monies under the Credit Facility in accordance with the terms thereof (a) in an amount equal to the amounts needed to pay principal of and interest on the Bonds (except Purchased Bonds and Borrower Bonds) when due (on an Interest Payment Date, upon acceleration, at a maturity, or otherwise); and (b) to pay the redemption price (including premium, if any, if covered by the Credit Facility) of Bonds on the applicable redemption date pursuant to Article III of this Indenture (except Purchased Bonds and Borrower Bonds).

In the event a confirming or standby Credit Facility is provided, the Trustee is directed to immediately draw on such Credit Facility upon failure of the Credit Entity whose Credit Facility is being so supported to honor a draw on such Credit Facility so that funds are received from the confirming or standby Credit Entity in time for the Trustee to make payments to Bondholders by 1:30 P.M., Chicago time on the date such payments are due to the Bondholders.

*Article VII.**Discharge Of Lien.***Section 7.01   Defeasance.**

If the Issuer shall pay or cause to be paid, or there shall otherwise be paid or provision for payment made, to the owners of the Bonds, the principal and interest due or to become due thereon at the times and in the manner stipulated therein, and if the Issuer shall pay or cause to be paid to the Trustee all monies due or to become due according to the provisions hereof, and the Borrower shall pay or cause to be paid to the Credit Entity and Liquidity Entity all sums of money due or to become due according to the provisions of the Credit Facility Agreement and Liquidity Facility Agreement, respectively, then the estate and rights granted by this Indenture shall cease, determine and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be requisite to release such lien, and reconvey, release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights or property conveyed, assigned or pledged to the Trustee by this Indenture or otherwise subject to the lien of this Indenture, except cash or Federal Obligations held by the Trustee for the payment of the principal of, and premium, if any, and interest on the Bonds. Upon the release of the lien of this Indenture as provided in this Section 7.01, the Trustee will execute a notice of termination with respect to the Liquidity Facility and the Credit Facility and return the Liquidity Facility and the Credit Facility, respectively, to the Liquidity Entity and the Credit Entity.

Any Bond shall be deemed to be paid within the meaning of this article and for all purposes of this Indenture when (a) payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof, either (i) shall have been made or caused to be made in accordance with the terms thereof or (ii) shall have been provided for by irrevocably depositing with the Trustee, or held by a Depository on behalf of the Trustee pursuant to an investment agreement, in trust and irrevocably set aside exclusively for such payment, (A) Eligible Funds sufficient to make such payment without investment and/or (B) Federal Obligations, not subject to redemption prior to maturity, purchased with Eligible Funds, which Federal Obligations, maturing in such amount and at such times as verified by a verification agent (at the Borrower's expense) will ensure the availability of sufficient monies to make such payment and pay any Purchase Price to the owners of the Bonds, without reinvestment and (b) all necessary and proper fees, compensation and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the

benefits of this Indenture and the supplements hereto, except for the purposes of any such payment from such monies or Federal Obligations.

The Issuer hereby covenants that it will make no deposit hereunder and make no use of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of Section 148(a) of the Code. Before accepting or using any such deposit, the Trustee may request an opinion of Bond Counsel as to whether such use or acceptance would cause the Bonds to be so treated and may conclusively rely on such opinion with regard thereto.

Notwithstanding any provision of any other article of this Indenture which may be contrary to the provisions of this article, all monies or Federal Obligations set aside and held in trust pursuant to the provisions of this article for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such monies and Federal Obligations have been so set aside in trust.

The above notwithstanding, prior to any defeasance becoming effective under this Article VII, there must have been delivered to the Issuer and to the Trustee (a) an opinion of counsel experienced in federal tax matters and bankruptcy matters, addressed to the Issuer, the Trustee and the Credit Entity, to the effect that (i) interest on any Bonds being discharged by such defeasance will not become subject to federal income taxation by reason of such defeasance and (ii) payments of principal of, Purchase Price of, and interest on the Bonds from the proceeds of any such deposit to effectuate defeasance shall not constitute voidable preferences under Section 547 of the Bankruptcy Code in a case commenced under the Bankruptcy Code by or against the Issuer; (b) an opinion or certification from a nationally recognized firm of certified public accountants stating that any deposit made pursuant to this section is sufficient to defease the Bonds in accordance with the terms hereof; and (c) if the Bonds do not bear interest at the Fixed Rate, written evidence from the Rating Agency then maintaining a rating on the Bonds, if any, that as a result of such defeasance the rating on the Bonds will not be reduced or withdrawn.

#### *Article VIII.*

#### *Remedies Of Trustee And Bondholders Upon Default.*

##### **Section 8.01 Events Of Default.**

Each of the following events is hereby defined as and shall constitute an "Event

of Default" with respect to the Bonds issued under this Indenture:

(a) default in the due and punctual payment of interest on any Bonds, including without limitation the failure by the Credit Entity to honor a properly presented and conforming drawing under the Credit Facility;

(b) default in the due and punctual payment of the principal of or premium on any Bond, whether at maturity or otherwise, including without limitation the failure by the Credit Entity to honor a properly presented and conforming drawing under the Credit Facility;

(c) default in the payment of the Purchase Price of any Bond tendered or deemed tendered for purchase by the owner thereof in accordance with this Indenture;

(d) default in the performance or observance of any other of the covenants, promises, stipulations, agreements or conditions on the part of the Issuer contained in this Indenture for the benefit of the Bonds, and failure to remedy the same after notice thereof pursuant to Section 8.09 hereof;

(e) the occurrence of an Event of Default under the Loan Agreement or the Note;

(f) receipt by the Trustee within the time period set forth in the Credit Facility or Liquidity Facility of written notice from the Credit Entity or Liquidity Entity that the interest component of the Credit Facility or the Liquidity Facility will not be reinstated following a drawing thereunder to pay interest on the Bonds or the interest component of the Purchase Price and directing the Trustee to accelerate the Bonds; and

(g) receipt by the Trustee of written notice by the Reimbursement Bank, the Credit Entity or Liquidity Entity of an Event of Default under the Credit Facility Agreement or Liquidity Facility Agreement, respectively, and directing the Trustee to accelerate the Bonds.

If an Event of Default with respect to any of the Bonds at the time outstanding occurs and is continuing, then and in each and every such case, unless the principal of all Bonds has already become due and payable, the Trustee, by written notice to the Issuer and the Borrower (and if a Credit Facility is then in effect and the Credit Entity has not failed to honor a properly presented and conforming drawing thereunder, with the prior written approval of the Credit Entity), will declare the principal amount of all the Bonds to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, notwithstanding anything in this Indenture or in the Bonds to the contrary. Anything to the contrary herein notwithstanding without the prior consent of any other party, the Trustee will immediately, and in all events prior to the expiration of the Credit Facility, declare the principal amount of all the Bonds to be

due and payable immediately if the Event of Default occurs under (f) or (g) above. The Trustee will immediately draw on the Credit Facility pursuant to its terms and upon such declaration, interest on the Bonds shall cease to accrue. The foregoing provisions are, however, subject to the condition that if, at any time after the principal amount of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the monies due shall have been obtained or entered as hereinafter provided, the Issuer shall pay or shall deposit with the Trustee, but only from the sources herein described, a sum sufficient to pay all matured installments of interest upon the Bonds and the principal of and premium, if any, on any and all Bonds which shall have become due otherwise than by acceleration (with interest on overdue installments of interest, to the extent that payment of such interest is enforceable under applicable law, and on such principal and premium, if any, at the rate of interest borne by the Bonds, to the date of such payment or deposit) and the reasonable expenses of the Trustee (including reasonable attorney's fees), and any and all defaults under this Indenture other than the nonpayment of principal of or premium, if any, or accrued interest on Bonds which shall have become due by acceleration, shall have been remedied, then and in every such case the Holders of a majority in aggregate principal amount of the Bonds then outstanding, by written notice to the Issuer and to the Trustee, may waive all defaults with respect to the Bonds and rescind and annul such declaration and its consequences, provided the Credit Entity has consented in writing to such rescission and annulment and the Credit Facility is in full force and effect, and has been reinstated in full, but no such waiver or rescission and annulment shall extend to or shall affect any subsequent default, or shall impair any right consequent thereon.

#### Section 8.02 Enforcement Of Remedies.

Upon the happening and continuance of any Event of Default with respect to the Bonds, the Trustee, in its own name and as trustee of an express trust, on behalf of and for the benefit and protection of the Holders of all Bonds, may proceed to protect and enforce its rights and any rights of Issuer by such suits, actions or proceedings in equity or at law, either for the specific performance of any covenant or contract contained herein or in the Loan Agreement or in aid or execution of any power herein granted or for any proper, legal or equitable remedy as the Trustee shall deem most effectual to protect and enforce the rights aforesaid.

If an Event of Default shall have occurred with respect to the Bonds, and if requested in writing so to do by the owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then outstanding, the Trustee shall be obligated to exercise one (1) or more of the rights and powers conferred by this article, as the Trustee, being advised by counsel, deems most expedient in the interests of the Holders.

Notwithstanding the foregoing provisions, if a Credit Facility shall then be in effect

with respect to the Bonds, the Trustee may not, without the prior written consent of the Credit Entity, exercise any right or remedy hereunder with respect to the affected Bonds or under the Loan Agreement to accelerate the indebtedness thereunder so long as (a) the Credit Entity obligated under the Credit Facility then in effect with respect to such Bonds is not in default thereunder and is making the required payments with respect to principal of and interest on such Bonds and Purchase Price payments in accordance with such Credit Facility or (b) the Credit Entity is the owner of all such affected Bonds or all such Bonds are Purchased Bonds, provided that this restriction will not limit the right of the Trustee to apply monies on deposit under this Indenture to the payment of principal of, premium, if any, and interest on, the Bonds or the right of the Trustee or any Bondholder to make a claim for payment under a Credit Facility or take any other action to enforce the payment and performance of the Borrower's obligations under the Loan Agreement.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Holders of the Bonds) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Holders of the Bonds hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Holders of the Bonds to which such default or Event of Default relates shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

#### Section 8.03 Right Of Credit Entity To Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, the Credit Entity shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, together with indemnity satisfactory to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture with respect to a default or Event of Default, or for the appointment of a receiver or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture; provided, that if there is at the time no Credit Entity or the Credit Entity has failed to honor a properly presented and conforming drawing under the Credit Facility, as applicable, the Holders of the majority in aggregate principal amount of the Bonds then

outstanding, shall have the rights, subject to the conditions, described in this section.

#### Section 8.04 Priority Of Payments After Default.

All monies received from draws on the Credit Facility or held pursuant to Section 7.01 of this Indenture will be applied exclusively to the payment of principal of, premium (if the Credit Facility provides for the payment of such), if any, and interest on the Bonds (other than Purchased Bonds or Borrower Bonds). All monies received from draws on the Liquidity Facility will be applied exclusively to the payment of the purchase price of Bonds which have been tendered and not remarketed. All other monies received by the Trustee pursuant to any right given or action taken under the provisions of this article will be applied by the Trustee after payment of the costs and expenses of the proceedings resulting in the collection of such monies (including reasonable attorneys' fees) and of the charges, expenses and liabilities incurred and advances made by the Trustee, as follows:

(a) Unless the principal of all the Bonds shall have become or been declared due and payable:

First: to the payment to the persons entitled thereto of all installments of interest then due on the Bonds (other than Borrower Bonds and Purchased Bonds) in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference;

Second: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds matured for the payment of which monies are held pursuant to the provisions of this Indenture and other than Borrower Bonds and Purchased Bonds), and in the order of their due dates, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, then to the payment thereof ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

Third: to be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds (other than Borrower Bonds and Purchased Bonds) which may thereafter become due at maturity and, if the amount available shall not be sufficient to pay in full such Bonds due on any particular date, together with interest then due and owing thereon, payment on such Bonds shall be made ratably according to the amount of principal due on such date to the persons entitled thereto without any discrimination or privilege;



Fourth: to the payment to the persons entitled thereto of Purchased Bonds, ratably without any discrimination or preference;

Fifth: to the payment on behalf of the Borrower of all of the Borrower's obligations under the Credit Facility Agreement as shall be certified in writing by the Credit Entity to the Trustee;

Sixth: to the payment on behalf of the Borrower of all of the Borrower's obligations under the Liquidity Facility Agreement, as shall be certified in writing by the Liquidity Entity to the Trustee;

Seventh: to the payment of interest then due on the Borrower Bonds which are not Purchased Bonds;

Eighth: to the payment of the unpaid principal then due on Borrower Bonds which are not Purchased Bonds; and

Ninth: to be held for the payment of principal and interest which shall become due on Borrower Bonds which are not Purchased Bonds.

(b) If the principal of all the Bonds has become or been declared due and payable then, first, to the payment of the principal and interest then due and unpaid upon the Bonds (other than Borrower Bonds which are not Purchased Bonds) without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment, or of any such Bond over any other such Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference, and thereafter to the payment on behalf of the Borrower of all of the Borrower's obligations under the Credit Facility Agreement and Liquidity Facility Agreement, and thereafter to the payment of Borrower Bonds which are not Purchased Bonds.

(c) If the principal of all the Bonds has been declared due and payable, and if such declarations are thereafter rescinded and annulled under the provisions of this article then, subject to the provisions of (b) above, in the event that the principal of all the Bonds later becomes due or is declared due and payable, the monies shall be applied in accordance with the provisions of (b) above.

Whenever monies are to be applied pursuant to the provisions of this section, such monies will be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such monies available for application and the likelihood of additional monies becoming available for such application in the future. Whenever the Trustee applies such funds, it will fix the date (which shall be an Interest Payment Date unless it deems another date more

suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates will cease to accrue. The Trustee may give such notice as it deems appropriate of the deposit with it of any such monies and of the fixing of any such date, and is not required to make payment to the Holder until such Bond is presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this section, and all amounts owed pursuant to any Credit Facility Agreement and Liquidity Facility Agreement that is then in effect has been paid, any balance remaining in the Bond Fund held for the benefit of the Bonds shall be paid to the Borrower.

#### Section 8.05 Remedies Vested In The Trustee.

All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee without the necessity of joining as plaintiffs or defendants any owner of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Holders of the outstanding Bonds.

#### Section 8.06 Rights And Remedies Of Bondholders.

No Holder will have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a default with respect to the Bonds held by such owner has occurred of which the Trustee has been notified as provided in Section 9.01(h) hereof, or of which by said subsection it is deemed to have notice, (b) such default shall have become an Event of Default and the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then outstanding shall have made written notice to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own name or names, (c) they have offered to the Trustee indemnity as provided in Section 9.01(1) hereof and (d) the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name, and such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be a condition precedent to the execution of the powers under this Indenture or for any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one (1) or more owners of the Bonds shall have any right in

any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholders to enforce the payment of the principal of and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

#### Section 8.07 Termination Of Proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Holders of the Bonds to which such proceeding related shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

#### Section 8.08 Waivers Of Events Of Default.

The Trustee may at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the owners of (a) more than two-thirds (2/3) in aggregate principal amount of all the Bonds then outstanding in respect to which default in the payment of principal or interest, or both, exists or (b) more than fifty percent (50%) in aggregate principal amount of all the Bonds then outstanding in the case of any other Event of Default, provided, however, that there shall not be waived (i) any Event of Default in the payment of the principal of any outstanding Bonds at the date of maturity or (ii) any default in the payment when due of the interest on any such Bonds unless, prior to such waiver or rescission, all arrears of interest or all arrears of payments of principal or both, when due, as the case may be, with interest on overdue principal at the rate borne by the Bonds, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee, and the owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon. Notwithstanding anything herein to the contrary, if there is a Credit Facility and/or a Liquidity Facility in effect with respect to the Bonds, the Trustee shall not waive any Event of Default with respect to the Bonds without the

prior written consent of the Credit Entity and/or the Liquidity Entity, as applicable, and, with respect to an Event of Default under Sections 8.01(1) and 8.01(g), a written notice of reinstatement of the Credit Facility and Liquidity Facility, respectively, and a written notice waiving such Event of Default under the Credit Facility Agreement and the Liquidity Facility Agreement must be provided to the Trustee. Notwithstanding anything herein to the contrary, the Trustee shall not waive any Event of Default under Section 8.01(g) arising from an Event of Default under the Credit Facility Agreement or the Liquidity Facility Agreement without the prior written consent of the Credit Entity or the Liquidity Entity, as applicable, and a written notice of rescission of such Event of Default under the Credit Facility Agreement or the Liquidity Facility Agreement.

Section 8.09 Notice Of Defaults Under Section 8.01(d); Opportunity Of Issuer  
And Borrower To Cure Such Defaults.

Anything herein to the contrary notwithstanding, no default under Section 8.01(d) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail (postage prepaid) or telecopy shall be given to the Issuer (with a copy to the Borrower) by the Trustee, the Credit Entity or by the owners of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds outstanding, if said default can be corrected, and the Issuer, or the Borrower on behalf of the Issuer shall have had sixty (60) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period, provided, however, if said default be such that it can be corrected but not within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Borrower on behalf of the Issuer, within the applicable period and diligently pursued until the default is corrected.

*Article IX.*

*Trustee.*

Section 9.01 Acceptance Of The Trusts.

The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

- (a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform

such duties and only such duties as are expressly set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), subject to subsection (1) hereof, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same except for failure to select such agents in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorneys (who may be the attorney or attorneys for the Issuer or the Borrower), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds (other than the certificate of authentication), or for the validity of the execution by the Issuer of the Bonds or this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby and by indentures supplemental hereto.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it in good faith to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by an Authorized Issuer Representative or Authorized Borrower Representative as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this section, or of which by said

subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may, at its discretion, secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the City Clerk of the Issuer under its seal to the effect that an ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such ordinance has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its gross negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except an Event of Default under Section 8.01(a), (b), (c) or (g) hereunder, unless the Trustee shall be specifically notified in writing of such default by the Issuer, the Credit Entity, the Liquidity Entity or by the owners of at least twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the Principal Office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right fully to inspect any and all of the property herein or in indentures supplemental hereto conveyed, including all books, papers and records of Issuer pertaining to the revenues and receipts under the Loan Agreement and the Note, any arrangements for the servicing of the Loan and the Bonds, and to take such memoranda from and make copies thereof and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information or action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee. No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its

rights of powers, if it shall have reasonable grounds for believing that repayment of such finds or adequate indemnity against risk or liability is not reasonably assured to it.

(l) Before taking the action hereunder, other than a drawing on a Credit Facility, the payment of principal of, interest or premium on the Bonds and other than an acceleration of the Bonds, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default by reason of any action so taken.

(m) All monies received by the Trustee or any Paying Agent will, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required herein or by law. Neither the Trustee nor any Paying Agent will be under any liability for interest on any monies received hereunder except such as may be agreed upon.

(n) The Trustee has the right and power to disclaim any interest which, in the Trustee's sole discretion, will or may cause the Trustee to be considered an "owner" or "operator" of property held subject to this Indenture, under the provisions of any Environmental Law as amended from time to time, or which shall otherwise cause the Trustee to incur liability under any Environmental Law, or any other federal, State or local law, rule or regulation. In the event of a default, the Trustee may, in its sole discretion, after being indemnified by the Bondholders, inspect, review and monitor, or require the inspection, review and monitoring of any and all property subject to this Indenture for the purpose of determining compliance with any law, rule or regulation affecting such property. All expenses of such inspection, review and monitoring shall be paid by the Bondholders.

#### Section 9.02 Fees, Charges And Expenses Of The Trustee.

The Trustee shall be entitled to its reasonable fees, charges and expenses for serving hereunder including those of its agents, counsel, servicer, Paying Agent and co-trustee. Such fees, charges and expenses shall be paid by the Borrower in accordance with this Indenture and the Loan Agreement. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of and interest on any Bond upon the Trust Estate (other than monies received from draws on the Credit Facility or the Liquidity Facility or held pursuant to Section 7.01) for the charges and expenses incurred by it as described in Section 8.04.

#### Section 9.03 Notice To Bondholders If Default Occurs.

If a default occurs of which the Trustee is by Section 9.01(h) hereof required to take notice or if notice of default be given as in Section 9.01(h) hereof provided, then the Trustee shall promptly give written notice thereof by registered or certified mail to the Credit Entity, the Liquidity Entity, the Issuer and the Borrower and by first-class mail to the owners of all Bonds then outstanding, shown by the list required by Section 4.06 hereof to be kept at the Principal Office of the Trustee.

#### Section 9.04 Intervention By The Trustee.

In any judicial proceeding concerning the issuance or the payment of the Bonds to which the Issuer or the Borrower is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of the Bonds, the Trustee may, to the extent permitted by the court, intervene on behalf of owners of the Bonds and shall do so, to the extent permitted by the court, if provided with indemnity satisfactory to the Trustee and requested in writing by the owners of at least twenty-five percent (25%) of the aggregate principal amount of the Bonds then outstanding.

#### Section 9.05 Successor To The Trustee.

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto shall be and become successor to the Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. Any such successor trustee shall give notice thereof to the Issuer, the Borrower, the Credit Entity, the Liquidity Entity and each Rating Agency then rating the Bonds.

#### Section 9.06 Resignation By The Trustee.

The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days, written notice by registered or certified mail to the Issuer, the Remarketing Agent, the Credit Entity, the Liquidity Entity, the Tender Agent and the Borrower and by first-class mail (postage prepaid) to the owner of each Bond shown by the list required by the terms of Section 4.06 hereof to be kept at the Principal Office of the Trustee. Such resignation shall not take



effect until the appointment of a successor Trustee by the Borrower, the owners of the Bonds or by the Issuer as provided in Section 9.08 hereof. If a successor Trustee has not been appointed and has not accepted such appointment by the end of such thirty (30) day period, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee, and the costs, expenses and reasonable attorneys' fees which are incurred by the Trustee in connection with such a proceeding shall be paid by the Borrower.

#### Section 9.07 Removal Of The Trustee.

The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer, the Credit Entity, the Liquidity Entity and the Borrower, and signed by the owners of a majority in aggregate principal amount of the Bonds then outstanding. The Borrower may remove the Trustee at any time with the consent of the Credit Entity, except during the existence of an Event of Default as defined in Section 8.01 hereof or the occurrence of any other event which with the lapse of time or giving of notice, or both, would constitute an Event of Default, for such cause as shall be determined in the sole discretion of the Borrower by filing with the Trustee, the Issuer, the Credit Entity and the Liquidity Entity an instrument signed by an Authorized Borrower Representative. Any removal shall not take effect until the appointment of a successor Trustee by the Borrower, the owners of the Bonds or by the Issuer as provided in Section 9.08 hereof

#### Section 9.08 Appointment Of Successor Trustee By The Bondholders; Temporary Trustee.

In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of action hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Borrower so long as no event of default is existing hereunder or under the Loan Agreement, and if such event of default is existing then by the owners of a majority in aggregate principal amount of the Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact duly authorized and a copy of which shall be delivered personally or sent by registered mail to the Issuer and the Borrower. Nevertheless, in case of such vacancy, the Issuer, at the direction of the Borrower, shall promptly appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the owners of the Bonds in the manner above provided. If such vacancy shall continue for thirty (30) days, the Trustee or any owner of Bonds may apply to any court of competent jurisdiction to appoint a successor Trustee and any such temporary Trustee so appointed by the Borrower or court shall immediately and without further act be superseded by the Trustee so appointed by such owners.

Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 9.06 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this section shall be a trust company or bank in good standing and shall have net assets of not less than Thirty Million Dollars (\$30,000,000), or shall be wholly owned by a parent holding company with net assets of not less than Thirty Million Dollars (\$30,000,000). Notwithstanding anything herein to the contrary, if there is a Credit Facility in effect with respect to the Bonds, the Credit Entity shall have the right to approve any successor Trustee in its sole discretion.

#### Section 9.09 Concerning Any Successor Trustee.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer, the Credit Entity and the Borrower an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, execute and deliver an instrument transferring to such successor Trustee all the estate, properties, rights, powers and trusts of such predecessor hereunder, including the rights of the Trustee under the Credit Facility and the Liquidity Facility, except any rights to payment due or indemnification rights, and every predecessor Trustee shall deliver all securities and monies held by it as the Trustee hereunder to its or his successor upon payment of all amounts due to the predecessor Trustee. Should any instrument in writing from Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded.

#### Section 9.10 Designation And Succession Of Paying Agents.

The Trustee is hereby appointed as Paying Agent hereunder. Any bank or trust company with or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Indenture. If the position of Paying Agent shall become vacant for any reason, the Borrower shall, within thirty (30) days thereafter, appoint a bank or trust company located in the same city as such Paying Agent to fill such vacancy, provided, however, that if the Borrower shall fail to appoint such Paying Agent within said period, the Trustee

shall make such appointment. The Paying Agent may resign upon notice to the Trustee and the Borrower. Other paying agents or fiscal agents may be appointed pursuant to Article IX hereof by the Borrower or the Issuer and approved by the Trustee if in its discretion additional paying agents or fiscal agents are deemed advisable. In each case the Paying Agent must be approved by the Credit Entity in its sole discretion. The Trustee hereby covenants and agrees to cause the necessary arrangements to be made for the making available of funds hereunder for the payment of the Bonds from the Bond Fund.

The Paying Agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in Section 9.01 hereof with respect to the Trustee insofar as such provisions may be applicable.

Notice of the appointment of additional paying agents or fiscal agents shall be given in the same manner as provided by Section 9.08 hereof with respect to the appointment of a successor Trustee.

#### Section 9.11 Appointment Of Co-Trustee.

It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as the Trustee in such jurisdiction. It is recognized that, in case of litigation under this Indenture, the Loan Agreement, and, in particular, in case of the enforcement thereof on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties in trust as herein or in indentures supplemental hereto granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or Co-Trustee. The following provisions of this section are adapted to these ends. In each case, each separate or Co-Trustee must be approved by the Borrower and the Credit Entity in their sole discretion.

In the event that the Trustee appoints an additional individual or institution as a separate or Co-Trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or Co-Trustee but only to the extent necessary to enable such separate or Co-Trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or Co-Trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Issuer be required by the separate or

Co-Trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate or Co-Trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or Co-Trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such separate or Co-Trustee.

#### Section 9.12 Remarketing Agent.

The Issuer hereby appoints NatCity Investments, Inc. as the initial Remarketing Agent for the Bonds. The Remarketing Agent has designated its Principal Office to the Trustee, the Credit Entity, the Liquidity Entity, the Tender Agent, the Borrower and the Paying Agent and has signified its acceptance of the duties and obligations imposed upon it hereunder and pursuant to the Remarketing Agreement by execution of the Remarketing Agreement. Under the Remarketing Agreement, the Remarketing Agent has agreed (a) to compute the interest rates pursuant to and in accordance with the provisions hereof and give such notices thereof as are provided herein; and (b) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Trustee and the Borrower at all reasonable times.

The Remarketing Agent shall be a recognized municipal bond dealer, shall have a "net capital" of greater than or equal to Ten Million Dollars (\$10,000,000) and shall be authorized by law to perform all the duties imposed upon it by this Indenture and the Remarketing Agreement. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least thirty (30) days notice to the Issuer, the Credit Entity, the Liquidity Entity, the Borrower and the Trustee. The Remarketing Agent may be removed and be replaced at any time by the Borrower, by an instrument signed by the Borrower and filed with the Remarketing Agent, the Paying Agent, the Tender Agent, the Credit Entity, the Liquidity Entity and the Trustee and provided by first-class mail to all Bondholders not less than thirty (30) days prior to the effective date of such removal and/or replacement, but only with the prior written consent of the Liquidity Entity and the Credit Entity. In the event no such successor Remarketing Agent is appointed, the Trustee shall assume the duties of the Remarketing Agent.

In the event of a resignation or discharge of the Remarketing Agent, the Borrower shall promptly appoint a successor Remarketing Agent reasonably acceptable to the Issuer, the Credit Entity and Liquidity Entity. If the Borrower fails to appoint a successor Remarketing Agent within thirty (30) days after receipt of notice of resignation, then the Liquidity Entity may make such appointment. The resignation or discharge of the Remarketing Agent shall not be effective until a successor Remarketing Agent has been appointed.

### Section 9.13 Tender Agent.

(a) The initial Tender Agent shall be Midwest Bank and Trust Company. The initial Tender Agent and any successor Tender Agent shall accept its duties hereunder by a written certificate or tender agent agreement delivered to the Trustee and the Borrower, which certificate or agreement shall designate the Principal Office of the Tender Agent.

(b) The Tender Agent may at any time resign by giving thirty (30) days notice to the Issuer, the Trustee, the Borrower, the Credit Entity, the Liquidity Entity and the Remarketing Agent. In no event, however, shall any resignation of the Tender Agent take effect until a successor Tender Agent shall have been appointed.

(c) The Tender Agent may be removed at any time by an instrument in writing delivered to the Trustee and the Tender Agent by the Borrower, with the prior written approval of the Credit Entity. In no event, however, shall any removal of the Tender Agent take effect until a successor Tender Agent shall have been appointed.

(d) If the Tender Agent shall resign or be removed or otherwise become incapable of acting, a successor may be appointed by the Borrower with the prior written approval of the Credit Entity. Any such successor shall be acceptable to the Trustee. Written notice of such appointment shall immediately be given by the Borrower to the Trustee, and the Issuer and the Trustee shall cause written notice of such appointment to be given to the Bondholders. If no successor to a Tender Agent has accepted appointment in the manner provided above within thirty (30) days after the Tender Agent has given notice of its resignation as provided above, the Trustee shall serve as interim Tender Agent or shall appoint an agent to act in its stead.

(e) The Tender Agent shall be subject to all of the rights, immunities, privileges and obligations afforded to the Trustee pursuant to Article IX hereof.

## *Article X.*

### *Supplemental Indentures.*

#### Section 10.01 Supplemental Indentures Not Requiring Consent Of Registered Owners.

The Issuer, by its duly authorized officers and without further action of its City Council, and the Trustee may, with the prior written consent of the Credit Entity but without consent of, or notice to, any of the Registered Owners, enter into an

indenture or indentures supplemental to this Indenture for any one (1) or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Indenture;
- (b) to grant or to confer upon the Trustee for the benefit of the Registered Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Registered Owners or the Trustee;
- (c) to subject to this Indenture additional revenues, properties or collateral;
- (d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said laws;
- (e) to evidence the appointment of a separate Trustee or a Co-Trustee or the succession of a new Trustee, Tender Agent, Remarketing Agent or Paying Agent hereunder;
- (f) to modify, amend or supplement this Indenture or any indenture supplemental hereto to provide for any modifications on any Mandatory Tender Date;
- (g) to modify, amend or supplement this Indenture with regard to obtaining or maintaining a rating on the Bonds based on a Credit Facility, Alternate Credit Facility, Liquidity Facility or Substitute Liquidity Facility, or in connection with the provision of an Alternate Credit Facility or Substitute Liquidity Facility; or
- (h) to make any other change that, in the judgment of the Trustee, does not materially adversely affect the rights of any Owners of the Bonds.

Section 10.02 Supplemental Indentures Requiring Consent Of Registered Owners.

Exclusive of supplemental indentures covered by Section 10.01 hereof, with the prior written consent of the Credit Entity, and subject to the terms and provisions contained in this section and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be

deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture, provided, however, that nothing in this section or in Section 10.01 hereof shall permit, or be construed as permitting, without the consent of the owners of all outstanding Bonds, (a) a reduction in the principal amount of any Bond or the rate of interest thereon, (b) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, (c) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indentures, (d) the creation of any lien ranking prior to or on a parity with the lien of the Indenture on the Trust Estate or any part thereof, (e) deprivation of the owner of any Bond then outstanding of the lien created on the Trust Estate, (f) an extension of the maturity of the principal of or any interest payment on the Bonds, (g) eliminate or materially adversely change the Bondholder's right to optionally tender its Bonds, or (h) reduce the Purchase Price for any Bond.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given by first-class mail to the owner of each Bond affected shown by the lists required by the terms of Section 4.06 hereof to be kept at the office of the Trustee. Such notices shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days or such longer period as shall be prescribed by the Issuer or the Trustee following such notices, the owners of not less than a majority in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

#### Section 10.03 Supplemental Indentures Requiring Consent Of Borrower, Credit Entity And Liquidity Entity.

Anything in this Indenture or in any supplemental indenture to the contrary notwithstanding, so long as the Borrower is not in default under the Loan Agreement, and so long as the Credit Entity and Liquidity Entity have not failed to honor a properly presented and conforming drawing under the Credit Facility and Liquidity Facility, respectively, a supplemental indenture under this article may not

become effective unless and until the Borrower, the Credit Entity and the Liquidity Entity consent to the execution and delivery of such supplemental indenture.

*Article XI.*

*Amendment Of Documents.*

Section 11.01 Amendments, Et Cetera, To Loan Agreement Not Requiring Bondholder Consent.

The Issuer, by its duly authorized officers and without further action of its City Council, the Trustee and the Borrower may, without the consent of or notice to the Registered Owners, consent to any amendment, change or modification of the Loan Agreement as may be required (a) by the provisions of the Loan Agreement and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission, (c) so as to more precisely identify the Project described in the Loan Agreement or indentures supplemental hereto or substitute or add additional improvements or equipment to the Project or additional rights or interests in property acquired in accordance with the provisions of the Loan Agreement, (d) in connection with any amendment to this Indenture pursuant to Section 10.01 hereof or (e) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Registered Owners of any Bonds; provided, that the consent of the Credit Entity and the Liquidity Entity shall be obtained for such amendments to the Loan Agreement (so long as the Credit Entity and Liquidity Entity have not failed to honor a properly presented and conforming drawing under the Credit Facility and Liquidity Facility, respectively).

Section 11.02 Amendments, Et Cetera, To Documents Requiring Bondholder Consent.

Except for the amendments, changes or modifications as provided in Section 11.01 hereof, neither the Issuer, the Borrower nor the Trustee shall consent to any other amendment, change or modification of the Loan Agreement without mailing of notice and the written approval or consent of the owners of not less than a majority in aggregate principal amount of the Bonds at the time outstanding given as in this section provided; however, that if such amendment, change, or modification shall be to reduce or extend the due date for the amounts due from the Borrower with respect to debt service under the Note, such consent must be given by one hundred percent (100%) of the Holders of Bonds and provided further, however, that no amendment may be made without the consent of the Credit Entity and Liquidity Entity (so long as the Credit Entity and Liquidity Entity have not failed to honor a



properly presented and conforming drawing under the Credit Facility and Liquidity Facility, respectively). If at any time the Issuer and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification of the Loan Agreement, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 10.02 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Principal Office of the Trustee for inspection by all Registered Owners of Bonds affected by such amendment, change or modification.

*Article XII.*

*Miscellaneous.*

Section 12.01 Consents, Et Cetera, Of Registered Owners.

Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Registered Owners may be in any number of concurrent documents and may be executed by such Registered Owners in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 4.06 hereof.

#### Section 12.02 Limitation Of Rights.

With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, the Tender Agent, the Remarketing Agent, the Credit Entity, the Liquidity Entity, the Borrower and the owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Tender Agent, the Remarketing Agent, the Borrower, the Credit Entity, the Liquidity Entity and the owners of the Bonds as herein provided.

#### Section 12.03 Severability.

If any provision of this 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 whatsoever, provided, however, that no finding of illegality or unenforceability shall require payment by the Issuer of any funds from any source other than Revenues.

#### Section 12.04 Notices.

Except as otherwise specifically provided herein, any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telecopy (with a hard copy to follow), or by commercial overnight delivery service, charges prepaid, addressed as follows:

If To The Issuer:

Office of the Chief Financial Officer  
Room 600  
33 North LaSalle Street  
Chicago, Illinois 60603  
Attention: Chief Financial Officer  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing  
purposes)

with a copy to:

Office of the Corporation Counsel  
City Hall, Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Finance and Economic  
Development Division  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing  
purposes)

and

Department of Planning and  
Development  
City Hall, Room 1006  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Deputy Commissioner  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing  
purposes)

If To The Borrower:

J & A, L.L.C.  
2727 West Chicago Avenue  
Chicago, Illinois 60622  
Attention: Mr. Jerry Siegel  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing  
purposes)

If To The Trustee:

Midwest Bank and Trust Company  
1606 North Harlem Avenue  
Elmwood Park, Illinois 60707  
Attention: Juanita Chandler  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing  
purposes)

If To The Tender Agent:

Midwest Bank and Trust Company  
1606 North Harlem Avenue  
Elmwood Park, Illinois 60707  
Attention: Juanita Chandler  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing  
purposes)

If To The Remarketing Agent:

NatCity Investments, Inc.  
1965 East 6<sup>th</sup> Street  
Cleveland, Ohio 44114  
Attention: Public Finance/Laura Loesch  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing  
purposes)

If To The Credit Entity and  
The Liquidity Entity:

LaSalle Bank National Association  
135 South LaSalle Street  
Chicago, Illinois 60603  
Attention:  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing  
purposes)

with a copy to:

Midwest Bank and Trust Company  
501 West North Avenue  
Melrose Park, Illinois 60160  
Attention: Shelly Bernstein  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing  
purposes)

And If To Standard & Poor's  
Ratings Service:

Standard & Poor's Ratings Service  
38<sup>th</sup> Floor  
55 Water Street  
New York, New York 10041  
Attention: Municipal Structured Group  
Telephone: (Omitted for printing  
purposes)  
Facsimile: (Omitted for printing  
purposes)

A duplicate copy of each notice required to be given hereunder by the Trustee to either the Issuer or the Borrower shall also be given to the other and to the Credit Entity, Liquidity Entity and each Rating Agency. Each addressee listed above may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by giving written notice to each other addressee listed above.

#### Section 12.05 Payments Due On Saturdays, Sundays And Holidays.

In any case where the date of payment or performance hereunder shall not be a Business Day, then payment or performance need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date originally due and in the case of payment no interest shall accrue for the period after such date.

#### Section 12.06 Counterparts.

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

#### Section 12.07 Applicable Provisions Of Law.

This Indenture shall be governed by and construed in accordance with the laws of the State without regards to conflict of law principles.

#### Section 12.08 Rules Of 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", "hereby", "hereunder", "hereof", "hereinbefore",

“hereinafter” and other equivalent words refer to the Indenture and not solely to the particular portion in which any such word is used.

#### Section 12.09 Captions.

The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

#### Section 12.10 References To Credit Entity And Liquidity Entity Ineffective During Certain Periods.

During any period of time which (a) no Credit Facility is in effect and no amounts remain unreimbursed to the Credit Entity under the Credit Facility Agreement or (b) the Credit Entity has not honored a properly presented and conforming drawing under the Credit Facility, references in this Indenture to the Credit Entity shall be ineffective. During any period of time in which (i) no Liquidity Facility is in effect and no amounts remain unreimbursed to the Liquidity Facility under the Liquidity Facility Agreement or (ii) the Liquidity Entity has not honored a properly presented and conforming drawing under the Liquidity Facility, references in this Indenture to the Liquidity Facility shall be ineffective.

#### Section 12.11 Third Party Beneficiary.

The Issuer and the Trustee acknowledge that so long as the Credit Facility is in effect or any amount remains payable under the Credit Facility Agreement, the Credit Entity is an express third party beneficiary of the provisions of this Indenture, with the power to enforce the provisions hereof.

#### Section 12.12 Consent And Directions In Writing; Authorized Representatives.

Any consent from, certification of or direction by the Liquidity Entity or the Credit Entity to be provided to the Trustee hereunder shall be in writing. Any consent, certification, request or direction by or from the Borrower or the Issuer shall be in writing and in each case shall be executed by an Authorized Borrower Representative or an Authorized Issuer Representative, respectively.

#### Section 12.13 No Personal Liability.

No covenant or agreement contained in the Bonds or in this Indenture or any agreement or instrument in connection therewith or herewith shall be deemed to

be the covenant or agreement of any present or future officer, agent, employee or attorney or the Issuer in his individual capacity, and no such person, including any such person executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

In Witness Whereof, The Issuer has caused these presents to be signed in its name and behalf by its Chief Financial Officer, and to evidence its acceptance of the Trusts hereby created, the Trustee has caused these presents to be signed and sealed in its name and behalf by its duly authorized officers, as of the date first above written.

[Seal]

City of Chicago

Attest:

By: \_\_\_\_\_  
Chief Financial Officer

By: \_\_\_\_\_  
James J. Laski,  
City Clerk

Midwest Bank and Trust Company,  
as Trustee

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

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

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

[Seal]

Attest:

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

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

[(Sub)Exhibit "B" referred to in this Trust Indenture with  
Midwest Bank and Trust Company unavailable  
at time of printing.]

(Sub)Exhibit "A" referred to in this Trust Indenture with Midwest Bank and Trust  
Company reads as follows:

*(Sub)Exhibit "A".*  
(To Trust Indenture With Midwest  
Bank And Trust Company)

*Form Of Bonds.*

United States Of America

State Of Illinois

Registered Number R-1

City Of Chicago  
Enterprise Zone Revenue Bond  
(J & A, L.L.C. Project), Series 2002

Dated Date: Date of Issuance

C.U.S.I.P.: \_\_\_\_\_

Registered Owner: Cede & Co.

Maturity Date: August 1, 2032

Interest Rate Determination  
Method: Weekly

Principal Amount: Six Million  
Eight Hundred Fifty Thousand  
Dollars (\$6,850,000)



For Value Received, The City of Chicago (the "Issuer"), a municipality and home rule unit of local government, duly organized and validly existing under the Constitution and laws of the State of Illinois (the "State"), promises to pay to the Registered Owner named above, or registered assigns, but solely from the sources and in the manner hereinafter referred to, (a) the principal amount stated above on, unless called for earlier redemption or acceleration, the Maturity Date stated above and (b) the interest hereon from the dated date stated above at the rate established pursuant to the applicable interest rate determination method on each Interest Payment Date until the principal of this Bond is paid. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. The term "Interest Payment Date" means (a) in the case of the Weekly Rate and the Monthly Rate, (i) the first (1<sup>st</sup>) business day of each month, commencing on the first (1<sup>st</sup>) business day of September, 2002, (ii) each Rate Conversion Date and (iii) the Maturity Date; and (b) in the case of the Adjustable Rate and the Fixed Rate, each February 1 and August 1, commencing with the first (1<sup>st</sup>) such February 1 or August 1 occurring after the Rate Conversion Date for the Adjustable Rate or Fixed Rate and each Rate Conversion Date. Principal of and premium, if any, on this Bond shall be payable when due to the Registered Owner upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee, initially, Midwest Bank and Trust Company, an Illinois banking corporation located at \_\_\_\_\_, Illinois \_\_\_\_\_, Attention: Corporate Trust Department (together with any successor Trustee appointed pursuant to the hereinafter defined Indenture, the "Trustee"). Interest on this Bond shall be paid to the Registered Owner hereof whose name appears on the registration books kept by the Trustee as of the close of business on the applicable Regular or Special Record Date (as such record dates are defined below) (a) by check or draft mailed by first- class mail on the Interest Payment Date to such Registered Owner at the address appearing in the registration books of the Trustee or (b) by wire transfer to such Registered Owner to an account in the continental United States if such Registered Owner is an owner of an aggregate principal amount of Bonds greater than or equal to One Million Dollars (\$1,000,000) and if such Registered Owner shall have given the Trustee in writing the wire transfer address of such Registered Owner not less than one (1) day prior to the Record Date for that Interest Payment Date; provided, however, that interest payable at the maturity of this Bond shall be paid only upon presentation and surrender of this Bond. A Registered Owner of an aggregate principal amount of Bonds greater than or equal to One Million Dollars (\$1,000,000) shall also have the right to have payment of the principal and premium on its Bonds to be made by wire transfer in accordance with and by following the procedures set forth in, the preceding sentence, provided such Registered Owner shall still be required to present and surrender its Bonds as provided above before any payment of principal or premium (whether by wire transfer or otherwise) shall be made. The term "Record Date" or "Regular Record Date" means (a) with respect to any Interest Payment Date when the Weekly Rate or the Monthly Rate is in effect, the business day next preceding that Interest Payment Date and (b) with respect to any Interest Payment Date when the Adjustable Rate or the Fixed Rate is in effect, the fifteenth (15<sup>th</sup>) day of the calendar month next preceding the month of the

Interest Payment Date. If sufficient funds for the payment of interest becoming due on any Interest Payment Date are not on deposit with the Trustee on that date, the Trustee may establish a special interest payment date on which such overdue interest shall be paid and a special record date (the "Special Record Date") relating thereto.

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State, particularly Section 6(a) of Article VII of the 1970 Constitution of the State and pursuant to a Bond Ordinance of the Issuer adopted on \_\_\_\_\_, 2002 (the "Bond Ordinance"), and a Trust Indenture (the "Indenture") dated as of August 1, 2002, between the Issuer and the Trustee. This Bond And Interest Due Hereon Shall Not Be A General Obligation, Debt Or A Liability Of Either The Issuer Or The State And Do Not Constitute Nor Give Rise To Any Pecuniary Liability It Or Charge Against The General Credit Or Taxing Powers Of The Issuer Or The State, But Shall Be A Limited Obligation Of The Issuer Payable Solely From And Secured By The "Revenues" (As Defined In The Indenture), For The Equal And Ratable Benefit Of The Owners, From Time To Time, Of The Bonds.

A director, officer, official, member, agent or employee of the Issuer shall not have any liability for any obligations of the Issuer or the Borrower under the Bonds, the Indenture or the Loan Agreement, or for any claim based on such obligations or their creation. The owner of this Bond by accepting this Bond waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this Bond.

It is certified and recited that all acts and conditions necessary to be done or performed by the Issuer or to have happened precedent to and in the issuing of the Bonds in order to make them the legal, valid and binding limited obligation of the Issuer enforceable in accordance with their terms, and precedent to and in the execution and delivery of the Indenture and the hereinafter defined Loan Agreement, have been performed and have happened in regular and due form as required by law.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the manual execution by the Trustee or the Tender Agent of the certificate of authentication endorsed hereon.

All Capitalized Terms Used But Not Defined Herein Shall Have The Respective Meanings Assigned To Such Terms By The Indenture.

1. Structure Of And Security For Bonds. This Bond is one of a duly authorized issue of Enterprise Zone Revenue Bonds (J & A, L.L.C. Project), Series 2002 (the "Bonds") issued by the Issuer pursuant to the Indenture, aggregating in principal amount Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000) and issued for the purpose of financing a portion of the costs of acquiring, constructing, improving and equipping a warehouse, office and storage facility located in an enterprise zone in the City of Chicago, to be owned and operated by the Borrower (as hereafter defined), and certain expenses incurred in connection with the issuance of the Bonds.

Each Bond is issued under and is to be secured and entitled to the protection given by the Indenture. The Indenture is on file in the offices of the Issuer and the Trustee, and reference is hereby made to the Indenture for a more complete description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Bonds, and the terms and conditions upon which this and all of the other Bonds are issued and secured, to all of the provisions of which Indenture each Registered Owner, by the acceptance hereof, assents.

Pursuant to the Loan Agreement dated as of August 1, 2002 (the "Loan Agreement"), between the Issuer and J & A, L.L.C., an Illinois limited liability company (the "Borrower"), the Borrower is obligated to make loan payments to the Trustee in the amounts and at the times corresponding to Bond Service Charges on and the tender purchase price (the "Purchase Price") of the Bonds. By the Indenture, the Issuer has assigned its right, title and interest in and to the Loan Agreement (except for the Issuer's "Unassigned Rights" as defined in the Indenture) to the Trustee as security for the payment of the Bond Service Charges and the Purchase Price. As further security for the Registered Owners, the Borrower has caused LaSalle Bank National Association (the "Credit Entity") to issue to the Trustee an irrevocable, direct-pay letter of credit (the "Letter of Credit") in an initial stated amount equal to the principal amount of the Bonds, plus up to forty-five (45) days interest on the Bonds at a maximum rate of twelve percent (12%) per annum. The Letter of Credit initially serves as both the Credit Facility and Liquidity Facility under the Indenture, and the Credit Entity shall serve as the initial Credit Entity and Liquidity Entity under the Indenture. The Borrower may provide an Alternate Credit Facility or Substitute Liquidity Facility as permitted under the Indenture. The Trustee will use the Letter of Credit to pay (a) principal of and interest on the Bonds when due on Interest Payment Dates, stated maturity dates, redemption dates and any accelerated maturity date and (b) the Purchase Price of Bonds on each Tender Date, as provided in the Indenture. The initial Letter of Credit Facility expires, by its terms, on the close of business on \_\_\_\_\_, 2005, unless terminated earlier or otherwise extended in accordance with its terms.

The Bonds are issued pursuant to and in compliance with the Bond Ordinance, the Constitution and laws of the State of Illinois. The Bonds are limited obligations of the Issuer, and the Bond Service Charges thereon and the Purchase Price thereof shall be payable equally and ratably solely from the Revenues derived from the Loan Agreement, any Credit Facility and Liquidity Facility then in effect and as otherwise provided in the Indenture and the Loan Agreement.

2. Interest. The Bonds shall bear interest initially at the Weekly Rate which may be converted to the Monthly Rate, the Adjustable Rate or the Fixed Rate, as provided in the Indenture. The Weekly Rate, the Monthly Rate and the Adjustable Rate may not exceed the lesser of fifteen percent (15%) or the rate per annum specified in the then applicable Credit Facility or Liquidity Facility as the maximum interest rate per annum to be used in determining the amount of monies available for the payment of interest on the Bonds. Interest shall be paid in arrears on the Interest Payment Dates for the Bonds which are specified for each Rate Period in the Indenture.

During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate, interest on the Bonds shall be computed on the basis of a three hundred sixty-five (365) day year (three hundred sixty-six (366) during any calendar or fiscal year containing a February 29) for the actual number of days elapsed during such Rate Period. During any Rate Period when the Bonds bear interest at the Adjustable Rate or during any period when the Bonds bear interest at the Fixed Rate, interest on the Bonds shall be computed on the basis of a three hundred sixty (360) day year, consisting of twelve (12) thirty (30) day months. All determinations of any Weekly Rate, any Monthly Rate, any Adjustable Rate or a Fixed Rate shall be rounded to the nearest zero and one hundredths percent (0.01%). The Remarketing Agent and, in certain limited instances as provided in the Indenture, the Trustee, shall determine the Weekly Rate, the Monthly Rate, the Adjustable Rate and the Fixed Rate, but it shall be the duty of the Trustee to calculate the amount of interest payable for any period on the Bonds and due and owing to each Holder.

During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate or at the conclusion of any Rate Period when the Bonds bear interest at the Adjustable Rate, the Borrower has the option (i) to select a new interest rate determination method for the Bonds (i.e., from the Weekly Rate to the Monthly Rate, the Adjustable Rate or the Fixed Rate; from the Monthly Rate to the Weekly Rate, the Adjustable Rate or the Fixed Rate; or from the Adjustable Rate to the Weekly Rate, the Monthly Rate or the Fixed Rate) or (ii) where the Bonds have, during the current Rate Period, been bearing interest at the Adjustable Rate, to select an Adjustable Rate with a Rate Period of the same or different length from the length of the current Rate Period; provided that, from and after such time as the Bonds bear interest at the Fixed Rate, the Borrower shall no longer have the option to select a different interest rate determination method for the Bonds. The Borrower may exercise this option as set forth in the Indenture. The redetermination of the method by which interest borne by the Bonds is to be calculated is a circumstance

compelling a mandatory tender of Bonds.

For all Weekly and Monthly Rate Periods, the Weekly or Monthly Rate, as applicable, shall be the lowest interest rate which, in the sole and exclusive judgment of the Remarketing Agent (having due regard for prevailing financial conditions and the yields at which comparable securities are then being sold), would equal (but not exceed) the interest rate necessary to enable the Remarketing Agent to sell the Bonds (exclusive of accrued interest, if any) on the Rate Adjustment Date at a price equal to one hundred percent (100%) of the principal amount thereof.

For all Adjustable Rate Periods and conversion to a Fixed Rate, the Adjustable Rate or the Fixed Rate, as applicable, shall be that interest rate which, if borne by Bonds, would, in the sole and exclusive judgment of the Remarketing Agent (having due regard for the length of the proposed Rate Period or the Fixed Rate, as applicable, prevailing financial conditions and the yields at which comparable securities are then being sold), equal (but not exceed) the lowest interest rate necessary to enable the Remarketing Agent to sell all of the Bonds (exclusive of accrued interest, if any) on the Rate Conversion Date at a price equal to one hundred percent (100%) of the principal amount thereof.

Reference is made to Article II of the Indenture for additional provisions as to the interest rate determination method and the interest rate applicable to the Bonds.

3. Redemption. During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate, the Bonds are subject to optional redemption by the Issuer, exercised at the written direction of the Borrower delivered to the Issuer, the Trustee, the Credit Entity and the Liquidity Entity, together with the written consent of the Credit Entity, at least forty-five (45) days prior to the proposed redemption date, in whole on any business day or in part on any Interest Payment Date at a redemption price of one hundred percent (100%) of the principal amount redeemed, plus accrued interest, if any, thereon to the redemption date.

During any Rate Period when the Bonds bear interest at the Adjustable Rate or at the Fixed Rate, the Bonds are subject to optional redemption by the Issuer, exercised at the written direction of the Borrower delivered to the Issuer, the Trustee, the Credit Entity and the Liquidity Entity, together with the written consent of the Credit Entity, at least forty-five (45) days prior to the proposed redemption date, in whole on any business day or in part on any Interest Payment Date at the redemption prices (expressed as a percentage of the principal amount of the Bonds to be redeemed), plus accrued interest, if any, thereof to the redemption date as follows:

| Length Of Adjustable Rate Period, Or<br>Following Conversion To A Fixed<br>Rate, Years Remaining From<br>Rate Conversion Date Until<br>The Maturity Date | Commencement Of<br>Redemption Period                             | Redemption Price                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| More than ten (10) years                                                                                                                                 | Tenth (10 <sup>th</sup> ) anniversary<br>of Rate Conversion Date | One hundred two percent (102%), declining by one percent (1%) on each succeeding anniversary of the tenth (10 <sup>th</sup> ) anniversary of the Rate Conversion Date until reaching one hundred percent (100%) and one hundred percent (100%) thereafter    |
| More than seven (7), but not<br>more than ten (10) years                                                                                                 | Fifth (5 <sup>th</sup> ) anniversary of<br>Rate Conversion Date  | One hundred and two percent (102%), declining by one percent (1%) on each succeeding anniversary of the fifth (5 <sup>th</sup> ) anniversary of the Rate Conversion Date until reaching one hundred percent (100%) and one hundred percent (100%) thereafter |
| More than four (4), but not<br>more than seven (7) years                                                                                                 | Third (3 <sup>rd</sup> ) anniversary<br>of Rate Conversion Date  | One hundred two percent (102%), declining by one percent (1%) on each succeeding anniversary of the third (3 <sup>rd</sup> ) anniversary of the Rate Conversion Date until reaching one hundred percent (100%) and one hundred percent (100%) thereafter     |
| Four (4) years or less                                                                                                                                   | Non-callable                                                     |                                                                                                                                                                                                                                                              |

The foregoing notwithstanding, (a) if the Bonds bear interest at the Adjustable Rate and if any anniversary of the Rate Conversion Date falls on a date which is other than the first (1<sup>st</sup>) business day of a month, such anniversary shall be deemed to occur on the first (1<sup>st</sup>) business day of the month in which such anniversary falls and (b) if the Bonds bear interest at the Fixed Rate and if any anniversary of the Rate Conversion Date falls on a date which is other than the first (1<sup>st</sup>) calendar day of a month, such anniversary shall be deemed to occur on the first (1<sup>st</sup>) calendar day of the month in which such anniversary falls.

The Bonds are subject to mandatory redemption, in the maximum principal amount of Authorized Denominations permitted, from the balance of monies transferred to the Bond Fund as described in (ii) below, and not otherwise necessary for the payment of principal of, premium, if any, or interest on the Bonds within the next twelve (12) months. Such redemption shall occur on the first (1<sup>st</sup>) Interest Payment Date upon which proper notice of redemption can be given following (i) delivery by the Borrower of the Completion Certificate pursuant to the Loan Agreement and (ii) the transfer of excess monies, if any, from the Project Fund to the Bond Fund pursuant to the Loan Agreement. Such Bonds shall be redeemed at a redemption price equal to the principal amount thereof without premium, plus accrued interest to the redemption date.

The Bonds are subject to mandatory redemption in whole on the earliest date after the required notice of redemption can be given following a Determination of Taxability but not less than thirty-five (35) days following the Trustee's receipt of notice of such occurrence at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date. All of the Bonds outstanding on the redemption date selected shall be redeemed on that date, except the Bonds maturing prior to that date, but after the selection thereof, shall be retired on their maturity date at the same price as if they had been called for redemption on the redemption date.

During an Adjustable Rate Period or after interest on the Bond has been converted to a Fixed Rate, at the option of the Borrower, with the consent of the Credit Entity, the Bonds shall be subject to redemption in whole and not in part prior to maturity, at a redemption price of one hundred percent (100%) of the principal amount to be redeemed plus accrued interest to the date fixed for redemption, upon the damage, destruction, condemnation of the Project, or the occurrence of certain events which render the continued operation of the Project uneconomic or impose unreasonable burdens or excessive liabilities on the Borrower, or the obligations of Borrower under the Loan Agreement become void, unenforceable or impracticable to perform in any material respect, all as more fully provided in the Indenture.

The Trustee shall provide notice by mail to the Registered Owner of redemptions at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption as provided in the Indenture. Failure to duly give notice of redemption by mail to any particular bondholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds for which notice has been properly given. Reference is made to Article III of the Indenture for the provisions applicable to the redemption of the Bonds, including the selection of Bonds to be redeemed.

4. Optional And Mandatory Tender. During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate, any Bond may be tendered for purchase at the option of the Registered Owner thereof upon seven (7) days written notice as provided in the Indenture, on any business day during the Weekly Rate

Period and on the first (1<sup>st</sup>) business day of the month during the Monthly Rate Period. On any Rate Conversion Date, Bonds are subject to mandatory tender for purchase at a purchase price equal to the principal amount thereof plus accrued interest, if any. The Bonds are subject to mandatory tender on the third (3<sup>rd</sup>) business day preceding the date specified in the Liquidity Facility or Credit Facility as the expiration date of said Liquidity Facility or Credit Facility (the "Expiration Date") if the Borrower has not delivered to the Trustee by the fortieth (40<sup>th</sup>) day prior to the Expiration Date a written copy of an extension of the Expiration Date of the Credit Facility or Liquidity Facility, as the case may be, or an Alternate Credit Facility or Substitute Liquidity Facility, as the case may be. The Bonds are subject to mandatory tender on the effective date of the substitution of an Alternate Credit Facility or a Substitute Liquidity Facility (the "Substitution Date") occurring while the Bonds are in a Weekly Rate Period or a Monthly Rate Period, subject to the right of the Registered Owner to retain all or a portion of its Bonds in Authorized Denominations as provided in the Indenture. Such mandatory tenders shall be at a purchase price equal to the principal amount thereof plus accrued interest, if any. The Trustee shall give a notice of any such mandatory tender to each Registered Owner by the thirtieth (30<sup>th</sup>) day prior to the Mandatory Tender Date, which shall state the Tender Date and payment instructions with respect to the purchase price.

Upon (a) the written direction of the Credit Entity stating that the Bonds shall be subject to mandatory tender because there has been an Event of Default under the Credit Facility Agreement or (b) the written direction of the Liquidity Entity stating that the Bonds shall be subject to mandatory tender because there has been an Event of Default under the Liquidity Facility Agreement, the Bonds shall be subject to mandatory tender on the Tender Date described in the next sentence at a purchase price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to such tender date. The Trustee shall promptly send written notice to all Registered Owners that the Bonds will be subject to mandatory tender on a date selected by the Trustee not more than ten (10) days or less than five (5) days after the date of such notice to the Trustee.

The failure to receive notice of a mandatory tender or any defect in that notice as to any Bond shall not affect the validity of the proceeding for the mandatory tender for that Bond or any other Bond.

5. **Transfer And Exchange Of Bonds.** The Bonds may be exchanged, at the option of their Owners, for other Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate or rates and maturing on the same date or dates as, the Bonds being exchanged. The exchange shall be made upon representation and surrender of the Bonds being exchanged at the principal corporate trust office of the Trustee together with an assignment duly executed by the Registered Owner or its duly authorized attorney in any form which shall be satisfactory to the Trustee. The Issuer or the Trustee shall not be required to issue, register or exchange any Bond during the period beginning with the Record



Date and ending on the next Interest Payment Date, nor during the period beginning fifteen (15) days before the mailing of notice of redemption of Bonds and ending on the redemption date, except Bonds for which a notice of optional tender has been received by the Trustee when the Bonds bear interest at the Weekly Rate or Monthly Rate. All Bonds issued upon any transfer or exchange of Bonds shall be the valid, limited obligations of the Issuer evidencing the same debt, and entitled to the same benefits under the Indenture, as Bonds surrendered upon transfer or exchange.

6. Amendments To Loan Agreement And Indenture. Without obtaining the consent of the Owners of the Bonds, the Issuer and the Trustee may consent to any amendment, change or modification of the Loan Agreement or the Indenture as may be required among other reasons, to cure any ambiguity, inconsistency or formal defect or omission in the Loan Agreement or the Indenture, or to permit any other change therein which, in the judgment of the Trustee, is not to the prejudice of the owners of the Bonds. Other amendments to the Indenture and the Loan Agreement may be made by obtaining the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds at the time outstanding, provided that certain amendments require the consent of all registered owners of the Bonds. Reference is made to Articles X and XI of the Indenture of the provisions permitting amendments of the Loan Agreement and the Indenture.

7. Default And Enforcement Of Remedies. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or the Loan Agreement 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 the Loan Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereof, except as provided in the Indenture.

8. Limited Obligation. This Bond is a limited obligation of the Issuer and is payable solely out of the Revenues and other receipts, finds or monies derived from the Revenues derived from the Loan Agreement, any Credit Facility and Liquidity Facility then in effect and as otherwise provided in the Indenture and the Loan Agreement.

The Obligation Of The Issuer To Pay Principal Of This Bond, Any Interest Hereon, The Purchase Price And Redemption Premiums With Respect Hereto Do Not And Shall Never Constitute An Indebtedness Or An Obligation Of The Issuer, The State Or Any Political Subdivision Thereof, Within The Purview Of Any Constitutional Limitation Or Statutory Provision, Or A Charge Against The General Credit Or Taxing Powers Of Any Of Them, But Shall Be Payable Solely From The Revenues And Receipts Derived From The Loan Agreement, The Note And The Credit Facility.

No Owner Of The Bonds Shall Have The Right To Compel The Exercise Of The Taxing Power Of The Issuer, The State Or Any Political Subdivision Thereof To Pay Any Principal Installment Of, Redemption Premium, If Any, Or Interest On The Bonds.

No recourse shall be had for the payment of the principal of, redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or the Loan Agreement against any past, present or future member, official, officer, agent or employee of the Issuer, or any member, official, officer, employee, director or trustee of any successor as such, either directly or through the Issuer or any successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, officer, official, employee, director, agent or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture or the Loan Agreement and the issuance of the Bonds.

9. Miscellaneous. This Bond is issued with the intent that the laws of the State of Illinois will govern for all purposes.

In Witness Of The Above, The City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereon, all as of the date set forth above.

City of Chicago

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

[Seal]

Attest:

\_\_\_\_\_  
City Clerk

## Certificate Of Authentication.

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

Date of Registration and  
Authentication:

Midwest Bank and Trust Company, as  
Trustee

By: \_\_\_\_\_  
Authorized Signatory

## Form Of Assignment.

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

Unif. Gift Min. Act \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust.) (Minor)

under Uniform Gifts to Minors Act

\_\_\_\_\_  
(State)

Ten. Com. -- as tenants in common

Ten. Ent. -- as tenants by the entireties

Jt. Ten. -- as joint tenants with right of survivorship and not as tenants  
in common

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

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

\_\_\_\_\_  
(Name and Address of Assignee)

the City of Chicago Enterprise Zone Revenue Bond (J & A, L.L.C. Project), Series 2002 (the "Bond"), numbered \_\_\_\_\_, and does hereby irrevocably constitute and appoint \_\_\_\_\_, to transfer the Bond on the books kept for registration thereof, with full power of substitution in the premises.

\_\_\_\_\_  
Dated: \_\_\_\_\_

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

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Taxpayer Identification Number: \_\_\_\_\_  
\_\_\_\_\_

AUTHORIZATION FOR IMPLEMENTATION OF TAX INCREMENT  
FINANCING WORKS PROGRAM AND PROCUREMENT OF TAX  
INCREMENT ALLOCATION MULTIPLE DISBURSEMENT  
LOAN FOR PAYMENT OF CERTAIN  
PROGRAM COSTS.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the establishment of the T.I.F. Works Program, amount of note not to exceed \$5,000,000, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 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 and undertakings that help eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for workforce training projects; and

WHEREAS, Prior to the adoption date hereof, the City Council ("City Council") of the City has adopted ordinances in accordance with the Act (collectively, the "T.I.F. Ordinances") by which redevelopment plans and projects ("Plans and Projects") have

been approved, the redevelopment project areas set forth in the Plans and Projects were designated as Redevelopment Project Areas ("Areas"), and tax increment allocation financing was adopted as a means of financing certain redevelopment project costs (the "Redevelopment Project Costs") incurred in the Areas as permitted by the Act and pursuant to the Plans and Projects; and

WHEREAS, The City, through the Mayor's Office of Workforce Development ("M.O.W.D.") and the Department of Planning and Development ("D.P.D."), desires to implement a redevelopment program known as the T.I.F. Works program (the "Program"), which is set forth in more detail on Exhibit A, attached hereto and incorporated herein, to provide financing assistance pursuant to the Act in training, retraining and upgrading the skills of the workforces of businesses located in certain of the Areas; and

WHEREAS, Those certain Areas in which the Program may be implemented from time to time shall be set forth by the City in its sole discretion ("Eligible Areas") from time to time; and

WHEREAS, The costs incurred by M.O.W.D. and D.P.D. in connection with implementing the Program in the Eligible Areas are proper Redevelopment Project Costs of the Eligible Areas ("Program Costs"); and

WHEREAS, The City's obligation to pay for Program Costs of each Eligible Area may be met through any one (1) or a combination of (i) Incremental Taxes (as hereinafter defined) from the Eligible Area; (ii) for L.I.S.C.- Financed Eligible Areas (as hereinafter defined), certain proceeds of a multiple disbursement loan made to the City and secured by designated portions of the Incremental Taxes deposited in the Tax Allocation Fund (as hereinafter defined) of such L.I.S.C.-Financed Eligible Area pursuant to the Act; or (iii) any other funds legally available to the City for this purpose; and

WHEREAS, The City is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and, as such, is authorized to issue obligations pursuant to the Act for the purpose of financing Program Costs in the Eligible Areas; and

WHEREAS, The City Council of the City has determined that it is necessary and in the best interest of the City to procure a Five Million Dollar (\$5,000,000) Tax Increment Allocation Multiple Disbursement Loan ("Loan"), consisting of a Multiple Disbursement Loan Agreement ("Loan Agreement") and a Revenue Note (as defined below), from Local Initiatives Support Corporation, a New York not-for-profit corporation ("L.I.S.C."), for the purpose of paying: i) Program Costs in certain Eligible Areas that are designated as L.I.S.C.-Financed Eligible Areas by the City and L.I.S.C. from time to time, and ii) other costs related to the borrowing consisting of the Loan; 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 Program is hereby authorized.

SECTION 3. There shall be borrowed from L.I.S.C. for and on behalf of the City an amount not to exceed Five Million Dollars (\$5,000,000) in the aggregate on a multiple disbursement loan basis for the purposes of (a) paying Program Costs in the L.I.S.C.-Financed Eligible Areas, and (b) paying certain costs incurred in connection with the issuance of a note of the City to L.I.S.C. evidencing the Loan up to said amount ("Revenue Note"). The Revenue Note shall be substantially in the form attached hereto as Exhibit B. The Loan Agreement shall substantially reflect the terms and provisions set forth in this ordinance and the Revenue Note. The Loan Agreement and the Revenue Note (collectively, the "Loan Documents") shall be subject to such additions or modifications by the Chief Financial Officer of the City or, if there is no such officer then holding said office, the City Comptroller (the "Chief Financial Officer"), as shall be determined to be necessary at the time of issuance to reflect the purpose of the issue and the terms and provisions set forth in this ordinance. The execution of the Loan Documents by any party authorized under this ordinance to execute the same shall constitute conclusive evidence of such party's approval and this City Council's approval of any changes or revisions. The proceeds of the Revenue Note are hereby appropriated for the purposes set forth in this Section 3.

The Revenue Note shall mature not later than ten (10) years from the first (1<sup>st</sup>) day of the month immediately succeeding the date of issuance of the Revenue Note and shall bear interest in the manner set forth in the next paragraph hereof and at a rate not to exceed eight and five-tenths percent (8.5%) per annum, from the dated date of the Revenue Note until the total principal amount drawn by the City under the Revenue Note is fully paid. Such interest (computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) months) shall be payable on January 1 (or, if such day is not a business day, on the next business day) of the year following each year that interest has accrued. Principal on the Revenue Note shall be payable on January 1 (or, if such day is not a business day, on the next business day) of the year following each year that interest has accrued. The principal of the Revenue Note may be prepaid at the option of the City, in whole or in part, from any available funds, at any time without penalty or premium. Any prepayments on the debt service of the Revenue Note shall be made in inverse order of maturity.

Any amount not drawn by the City under the Revenue Note within thirty-six (36) months after the dated date of the Revenue Note (the "Origination Period") may be deemed by L.I.S.C. to be ineligible to be drawn thereafter and, if so deemed, shall be treated by L.I.S.C. as a reduction in the face amount of the Revenue Note to that extent.

Interest shall accrue under the Revenue Note only upon amounts that are drawn hereunder from time to time by the City under the Revenue Note. The amounts drawn by the City and the corresponding principal and interest to be paid under the Revenue Note shall be stated in one (1) or more debt service schedules ("Debt Service Schedule") agreed to by the City and L.I.S.C.. Each Debt Service Schedule shall identify not more than one (1) L.I.S.C.-Financed Eligible Area and the principal and interest to be paid thereunder shall be deemed a debt of the City, subject to any limitations on recourse set forth herein and/or in the Loan Documents, for such L.I.S.C.-Financed Eligible Area only and not a debt of any other Area. Eligible Area or L.I.S.C.-Financed Eligible Area.

The total amount to be paid under the Revenue Note on each applicable payment date shall be the sum of the amounts of the applicable Pledged Revenues (as defined below) for such date. The total amount paid under the Revenue Note on each applicable payment date shall be applied first to accrued and unpaid interest as set forth on each applicable Debt Service Schedule, next to outstanding principal as set forth on each applicable Debt Service Schedule, and next to the pre-payment of principal remaining on each Debt Service Schedule. Debt Service Schedules may be revised from time to time by agreement of the City and L.I.S.C.

SECTION 4. The principal of and interest on the Revenue Note shall be paid by check or draft of the Comptroller of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the person in whose name the Revenue Note is registered at the close of business on the fifteenth (15<sup>th</sup>) day of the month immediately prior to the applicable payment date, unless the City has been directed to make such payment in another manner by written notice given to the Registrar by the registered owner at least thirty (30) days prior to the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of the Revenue Note shall be payable in lawful monies of the United States of America at the principal office of the Registrar, or as otherwise directed by the City.

The Revenue Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on the Revenue Note shall cease to be such officer before the delivery of the Revenue Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

SECTION 5. The City shall cause books (the "Register") for the registration and for the transfer of the Revenue Note as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the Revenue Note. The City is authorized to prepare, and the Registrar shall keep custody of, multiple Revenue Note blanks executed by the City for use in the transfer of the Revenue Note.



Upon surrender for transfer of the Revenue Note at the principal office of the Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the City shall execute and the Registrar shall date and deliver in the name of the transferee or transferees a new fully registered Revenue Note of the same maturity, of authorized denomination, for a like aggregate principal amount. The execution by the City of the fully registered Revenue Note shall constitute full and due authorization of the Revenue Note and the Registrar shall thereby be authorized to date and deliver the Revenue Note, provided, however, that the principal amount of the Revenue Note delivered by the Registrar shall not exceed the authorized principal amount of the Revenue Note less previous retirements. The Registrar shall not be required to transfer or exchange the Revenue Note during the period beginning at the close of business on the fifteenth (15<sup>th</sup>) day of the month immediately prior to the maturity date of the Revenue Note.

The person in whose name the Revenue Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest under the Revenue Note shall be made only to or upon the 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 the Revenue Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of the Revenue Note, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Revenue Note.

SECTION 6. Subject to the limitations set forth in Section 3 hereof, the Chief Financial Officer is authorized to determine the terms of the Revenue Note and to issue the Revenue Note on such terms and at such time as he or she may deem to be in the best interests of the City. In connection with the issuance of the Revenue Note, the Chief Financial Officer shall make the following determinations: (a) the aggregate principal amount of the Revenue Note; (b) the maturity of the Revenue Note; (c) the annual interest rate or rates payable on the Revenue Note; (d) the dated date of the Revenue Note; (e) the designation of a trustee, if any, (f) the assumed fixed applicable aggregate tax rate for each determination of Pledged Revenues required from time to time under Section 7(b) hereof, and (g) the use of proceeds derived from the issuance of the Revenue Note.

SECTION 7. (a) Special Tax Allocation Funds. Pursuant to the T.I.F. Ordinances, the City has created Special Tax Allocation Funds (the "Tax Allocation Funds") in each of the Areas. The Tax Allocation Funds shall be held by the City, separate and apart from all other funds and accounts of the City. All of the Incremental Taxes shall be set aside as collected and deposited by the City Treasurer in the respective Tax Allocation Funds.

"Incremental Taxes" means, for each Tax Allocation Fund, the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the respective Area by any and all taxing districts or municipal corporations having the power to tax real property in such Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in such Area over and above the certified initial equalized assessed value ("Certified Initial E.A.V.") of each such piece of property, as certified by the Clerk of the County of Cook, Illinois in accordance with Section 5/11-74.4-9 of the Act.

(b) Note Funds. For Each L.I.S.C.-Financed Eligible Area, there is hereby created within its Tax Allocation Fund a subaccount to be known as the "Note Fund" ("Note Fund"). The City shall promptly designate and deposit into each such Note Fund all Pledged Revenues (as defined below). The Revenue Note is secured by a several (as opposed to joint or joint and several) pledge of Pledged Revenues with respect to each separate L.I.S.C.-Financed Eligible Area and such pledge is irrevocable as to each L.I.S.C.-Financed Eligible Area having Pledged Revenues until the obligations of the City are discharged as to that L.I.S.C.-Financed Eligible Area under this ordinance. The Revenue Note is not an obligation of the City as to any Area, Eligible Area or L.I.S.C.-Financed Eligible Area that has no Pledged Revenues. The monies on deposit in the Note Funds shall be used by the City solely and only for the purpose of carrying out the terms and conditions of this ordinance.

"Pledged Revenues" means, for each L.I.S.C.-Financed Eligible Area for which the City has drawn on the Loan, a first priority lien on that portion of those Incremental Taxes that have accumulated in the Tax Allocation Fund for such L.I.S.C.-Financed Eligible Area as of the date that is thirty (30) days prior to the next applicable payment date to occur pursuant to the applicable Debt Service Schedule that equals the lesser of:

- i) the two percent (2%) Inflationary Increment (as defined below), or
- ii) all of those Incremental Taxes (less Excluded Incremental Taxes for such L.I.S.C.-Financed Eligible Area, if any) that have accumulated in such Tax Allocation Fund as of the date that is thirty (30) days prior to the next applicable payment date to occur pursuant to the applicable Debt Service Schedule;

provided, however, that "Pledged Revenues" does not include Excluded Incremental Taxes (as defined below).

"Two-Percent Inflationary Increment" means the amount of Incremental Taxes resulting from multiplying an assumed fixed applicable aggregate tax rate (as such rate is determined for each L.I.S.C.-Financed Eligible Area by agreement of the Chief Financial Officer of the City and L.I.S.C., times an assumed two and zero-tenths percent (2.0%) increase per year (as such increase is arithmetically compounded

and applied triennially beginning in the tax year of the next triennial reassessment for the L.I.S.C.-Financed Eligible Area to occur after the tax year of the Certified Initial E.A.V. of such L.I.S.C.-Financed Eligible Area) in the equalized assessed valuation of each taxable lot, block, tract or parcel of real property in such L.I.S.C.-Financed Eligible Area (except for those taxable lots, blocks, tracts or parcels that are included in the Excluded Incremental Taxes for such L.I.S.C.-Financed Eligible Area, if any) over and above the Certified Initial E.A.V. of such L.I.S.C.-Financed Eligible Area.

"Excluded Incremental Taxes" means the amount of Incremental Taxes (whether or not deposited into the respective Tax Allocation Fund) attributable to each taxable lot, block, tract or parcel of real property in such L.I.S.C.-Financed Eligible Area for which the City has already pledged or is in the process of pledging such portion of the Incremental Taxes as of the date of the first draw of an amount from the Loan for such L.I.S.C.-Financed Eligible Area to occur pursuant to Section 3 hereof.

(c) Investments. The monies on deposit in the Tax Allocation Funds and the Note Funds therein may be invested from time to time in investments authorized by Chapter 2-32-520 of the Municipal Code of Chicago, as amended from time to time, pursuant to directions from the Chief Financial Officer. Any such investments may be sold from time to time by the City as monies may be needed for the purposes for which the Tax Allocation Funds and such accounts have been created.

SECTION 8. The Revenue Note, together with the interest thereon, is not a general or moral obligation of the City, but is a special, limited obligation of the City, payable solely and only from Pledged Revenues as provided in this ordinance. No registered owner of any Revenue Note shall have the right to compel the exercise of any taxing power of the City for payment of principal of or interest on the Revenue Note. The Revenue Note does not constitute an indebtedness of the City within the meaning of any statutory or constitutional provision, except as herein provided.

SECTION 9. Disbursements that are made by L.I.S.C. from time to time under the Revenue Note pursuant to requests made by the City in accordance with the Loan Agreement shall be held in separate funds created by this ordinance that shall bear the name of the L.I.S.C.-Financed Eligible Area for which the disbursement was made. From time to time, the City shall withdraw from each such fund such monies as are needed for the payment of Program Costs within the respective L.I.S.C.-Financed Eligible Area, and the City's administrative fee and the fees and expenses incidental to the Plans and Projects for that L.I.S.C.-Financed Eligible Area.

SECTION 10. The provisions of this ordinance shall constitute a contract between the City and the registered owner of the Note.

SECTION 11. The Mayor, the City Treasurer, the Chief Financial Officer, the City Comptroller, the City Clerk and the other officers of the City are authorized, with the approval of the City's Corporation Counsel as to form and legality, 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 12. The Commissioners of M.O.W.D. or D.P.D. or their designees are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver grants, loans or other forms of financing assistance to employers and others, pursuant to the Program, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Program.

SECTION 13. M.O.W.D. shall provide the following information to the Committee on Finance on or before January 1, April 1, July 1 and October 1 of each year: number and types of applications received for each Eligible Area; funding decisions made per each Eligible Area; progress reports for approved projects under the Program; and other information as may be requested by the Committee.

SECTION 14. M.O.W.D. and D.P.D. shall notify the alderman of the ward in which each such project is located of Program applications as they are received.

SECTION 15. M.O.W.D. shall establish a committee to advise it on the Program.

SECTION 16. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 17. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 18. This ordinance shall be in full force and effect immediately upon its passage.

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

*Exhibit "A".*  
(To Ordinance)

*Description Of T.I.F.Works Program.*

City Of Chicago

Mayor's Office Of Workforce Development

T.I.F.Works Program.

The City of Chicago's T.I.F.Works Program, administered by the Mayor's Office of Workforce Development (M.O.W.D.), will reimburse eligible businesses and organizations (as defined below) with tax increment financing (T.I.F.) funds or the proceeds of T.I.F. obligations for eligible expenditures (as defined below) that are made for workforce training.

Eligible Businesses.

Each applicant must fulfill all of the following criteria ("General Criteria"):

- Located within an Eligible Area (as defined in the T.I.F.Works Program Ordinance enacted by the City Council of the City of Chicago on \_\_\_\_\_, 2002), expanding into an Eligible Area, or relocating to an Eligible Area.
- The jobs or positions for which the workforce training is proposed are physically located in an Eligible Area, or will definitely be created within an Eligible Area as soon as the workforce training is completed.
- The jobs or positions for which the workforce training is proposed are full-time permanent or part-time permanent jobs or positions.

The following businesses or organizations are eligible to apply for workforce development funding through the T.I.F.Works Program:

Single Employer.

Any individual company which fulfills the General Criteria.

#### Multiple Employers.

Multiple companies with common training needs, each of which fulfills the General Criteria, may collaborate and apply for funding through the T.I.F.Works Program. One company must be designated as the Lead Applicant. Participating companies may be located within different Eligible Areas; however, the amount of funding available for each such company is subject to the general funding available within each respective Eligible Area as described below.

In addition, business and trade associations, labor organizations, economic development corporations, industrial councils, chambers of commerce, public and private education and/or training institutions, and proprietary schools may organize a Multiple Employer Program and serve as the Lead Applicant on behalf of the participating companies.

#### Not-For-Profit Exclusive Set-Aside.

Not-for-profit organizations providing training and placement services (such as employment and training organizations, community development corporations, community colleges and industrial councils as well as business and trade associations, labor organizations or other not-for-profit organizations) are eligible to receive T.I.F.Works funds as trainers for employers or as organizers of multiple employer programs. They are also exclusively eligible, through a not-for-profit exclusive set-aside, to apply for funds to provide training and placement services for individuals to be placed with employers that fulfill the General Criteria. Such organizations may not include governmental entities or agencies unless the primary mission of the governmental entity or agency is education.

The organization that provides the training and employment service must be the Lead Applicant. Contracts for entities under this category will be based in part on overall placement and retention performance with companies located in Eligible Areas. The total amount of funding available for each such company is subject to many factors including, but not limited to, the general funding available within each respective Eligible Area as described below.

The total amount of T.I.F.Works funding set aside for the exclusive use of not-for-profits shall be twenty-five percent (25%) of the total T.I.F.Works funds available each year of the T.I.F.Works Program, except when the total funding requested from qualified applicants in this category is less than the twenty-five percent (25%) threshold. Not-for-profit organizations can also participate in all other categories of T.I.F.Works funding.

Funding.

- Grants only, in the form of one (1) or more reimbursements.
- Funding for up to seventy-five percent (75%) of eligible costs or, for those under the not-for-profit exclusive set-aside, one hundred percent (100%) of eligible costs.
- Wages paid to the employee during training may be credited towards the required match.
- The required match will be waived for small businesses which meet the following criteria:
  - Commercial businesses with a maximum of One Million Five Hundred Thousand Dollars (\$1,500,000) in annual sales each year for the past three (3) years, or a business plan for new businesses showing the same level of projected maximum sales for three (3) years.
  - Industrial businesses currently employing a maximum of forty (40) full-time equivalent employees.
- Assistance granted per project and per applicant will be determined pursuant to the funding available within the relevant T.I.F. district, as determined in the sole discretion of the City.
- The City reserves the right to use available T.I.F.Works funds for any eligible workforce activity

Eligible Activities.

Eligible training activities must be job- or skill-specific. Except for those training activities listed as ineligible hereunder, training for any job classification may be eligible. Eligible training activities include, but are not limited to:

- Training aimed at any job classification or standardized industrial classification (S.I.C.) code that offers enhanced or new skills to incumbent or new workers, particularly in support of:

- new or additional product lines
- new machinery or equipment
- new or changing technology being introduced into the workplace
- businesses expanding into new markets
  
- Occupationally- or industry-mandated training related to regulatory compliance.
- Curriculum customized for a particular employer or group of employers.
- Work-based basic and/or remedial training designed to improve specific job performance.
- Work-based English-as-a-Second Language (E.S.L.) instruction to improve communication and performance of employees.
- Workplace skills gap assessments and related activities (e.g., Work Keys), but only when followed by training resulting directly from those assessments or activities.

Training formats may include classroom training, computer-assisted training, on-the-job training, seminars, workshops, pre-packaged training courses, et cetera.

The following are NOT eligible training activities:

- Human resource administration practices, including but not limited to compensation systems, administration and benefits, employee discipline procedures, interviewing or diversity training.
- Educational degree programs, including General Equivalency Degree (G.E.D.) programs.
- Apprenticeships.
- Consulting services not related to workforce training under this program.
- Stand-alone basic and/or remedial skills training (i.e., without a vocational training/occupational focus).



- Reviews of internal company systems such as total quality management or continuous improvement activities (unless resulting from a workplace skills gap assessment to identify training needs).
- Non-job related training.

#### Costs.

Costs must be directly related to the implementation of the program and must be identified by the applicant and specifically approved by the City. Costs that are eligible for reimbursement include, but are not limited to:

- Counselor/instructor costs (wages, benefits).
- Travel related to the training program.
- Tuition and fees.
- Training supplies and materials (manuals, workbooks, videotapes and other materials which are used for training purposes only), provided that any item that can be depreciated will not be considered to be a training material.
- Training equipment rental.
- Costs of customized curriculum. The City will only pay for the costs of curriculum development when such curricula are judged by the City to be necessary for the proposed training program. If approved for funding, such curricula are considered to be in the public domain. If the City approves funding for curriculum development, M.O.W.D. is free to distribute this material to any training provider it deems appropriate after having removed any information proprietary to the company.
- Administrative costs -- tracking, reporting, documenting, processing and auditing funds or project costs related to the implementation of the T.I.F.Works Program, provided that administrative costs must be reasonable and may not exceed fifteen percent (15%) of total project costs.

#### Selection Of Applicants To Be Funded.

- M.O.W.D., in its sole discretion, will determine whether an application is complete. M.O.W.D. will be available to assist applicants in rectifying problem areas or incomplete information.

- Applications will be accepted and reviewed quarterly by M.O.W.D. based on available T.I.F.Works funding. M.O.W.D., at its sole discretion, will evaluate each such application based on factors that include, but are not limited to, the amount of available T.I.F.Works revenue and the existence of other T.I.F. obligations in the T.I.F. district of the applicant, the overall quality and cost of the workforce training being proposed by the applicant, the applicant's proposed implementation time-frame for the workforce training, and other factors cited in the Application Packet such as City residency.
- Applicants from employers whose primary activity is manufacturing shall be given priority consideration. This priority shall not exclude employers involved in non-manufacturing activities that satisfactorily address the T.I.F.Works criteria, particularly as it relates to high wages and benefits.
- Those applications that M.O.W.D. chooses to fund after the review is completed will be notified of their potential status as a T.I.F.Works grantee. M.O.W.D. will work with the potential grantee to determine, among other things, the amount of funding that will be made available, the timing of the funding, and establishing the sufficiency of the potential grantee's proof of workforce training activity that complies with the program.
- Upon M.O.W.D.'s satisfaction that a potential grantee has met all relevant T.I.F.Works program requirements, the City will notify the potential grantee that it has become an approved grantee.

#### Funding Of Approved Grantees.

M.O.W.D. shall determine the reimbursement method most appropriate for the particular training program.

Before each T.I.F.Works program payment is made by the City, the approved grantee shall submit invoices and other documentation to M.O.W.D. in the manner and amount of detail set forth by M.O.W.D., or a detailed budget of start-up costs if M.O.W.D. approves pre-payment of start-up costs. The invoices (or start-up budget) shall clearly indicate the amounts that will be attributed to the twenty-five percent (25%) portion to be funded by the approved grantee directly (e.g., not reimbursed under the T.I.F.Works program).

If the approved grantee is a Lead Applicant, then the reimbursement shall be made to the Lead Applicant and M.O.W.D. shall obtain documentation proving that the Lead Applicant forwarded the appropriate amount of funds to each participating employer, company or organization.

The City expects each approved grant to be expended by the approved grantee within one (1) year from the date of the grant award. Grant award funds that are not expended within the one (1) year time frame may be forfeited back to the T.I.F.Works Program generally, at the sole discretion of the City.

#### Compliance.

Each applicant must sign an Economic Disclosure Affidavit (E.D.S.) on the City's approved form at the time of application and, if the applicant becomes a grantee, must recertify the E.D.S. at the time of the grant disbursement.

The City reserves the right to make random inspections of documents and program activities that are provided or undertaken by Lead Applicants or their participating companies in connection with the T.I.F.Works Program.

#### Technical Assistance.

M.O.W.D. will provide eligible applicants technical assistance from time to time as needed to aid them in completing the agreed workforce training.

#### City Residency Of Employees.

The City encourages all applicants to maximize the percentage of City residents given workforce training under the T.I.F.Works Program.

#### Reporting.

During the workforce training period, eligible applicants and grantees will be required to submit invoices and reports to M.O.W.D. on standardized forms pursuant to schedules to be determined by M.O.W.D.

*Exhibit "B".*  
(To Ordinance)

*Form Of Revenue Note.*

State Of Illinois

County Of Cook

City Of Chicago

Tax Increment Allocation Revenue Note  
(T.I.F.Works Program), Taxable Series 2002.

Sole Note:

Principal Amount:

Registered Number One

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

Interest Rate

Maturity Date

Dated Date

8.5%

January 1, 20\_\_

\_\_\_\_\_, 2002

Registered Owner:

Local Initiatives Support Corporation

[1] The City of Chicago (the "City") acknowledges itself to owe, and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as provided below, the principal amount of this Note that has been disbursed and is outstanding from time to time up to the Principal Amount identified above and to pay interest (computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) on such Principal Amount at the Interest Rate per annum set forth above, per the Debt Service Schedules (as defined in the Note Ordinance defined hereinafter) attached hereto from time to time (substantially in the format attached to this form of Note), until the Principal Amount is paid, except as the provisions set forth in this Note with respect to prepayment prior to maturity are and become

applicable to this Note. No interest shall accrue on this Note after its maturity unless this Note shall have been presented for payment at maturity and shall not have been paid. The principal of and interest on this Note are payable in any coin or currency that at the time of payment is legal tender for the payment of public and private debts. Both the principal of this Note and the interest payable on this Note are payable at the office of the City Comptroller, 33 North LaSalle Street, Room 600, Chicago, Illinois 60602, as Note registrar and paying agent (the "Registrar"). Payment of principal of and interest on this Note shall be made on each applicable payment date to the Registered Owner of the Note on the registration books of the City maintained by the Registrar at the close of business on the fifteenth (15<sup>th</sup>) day of the month next preceding the applicable payment date and shall be paid by check or draft of the Registrar mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar.

[2] This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "Act"), and all laws amendatory of the Act and supplemental to the Act, and the principal of and interest on the Note are payable from Pledged Revenues (as defined in the Note Ordinance), including the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the L.I.S.C.-Financed Eligible Areas established by the City from time to time pursuant to the Note Ordinance and in accordance with the provisions of the Act by any and all taxing districts or municipal corporations having the power to tax real property in the L.I.S.C.-Financed Eligible Areas, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the L.I.S.C.-Financed Eligible Areas over and above the initial equalized assessed valuation of each such piece of property as of the date such initial equalized assessed valuation was determined by the County Clerk of the County of Cook, Illinois, in accordance with the provisions of the Act (the "Incremental Taxes"). The Note is being issued pursuant to that certain Multiple Disbursement Loan Agreement of even date herewith for the purpose of providing funds to pay a portion of the Program Costs which have been approved for the L.I.S.C.-Financed Eligible Areas, all as more fully described in an ordinance authorizing the issuance of the Note (the "Note Ordinance") adopted by the City Council of the City on \_\_\_\_\_, to all the provisions of which the Registered Owner by the acceptance of this Note assents. The Note, together with the interest on the Note, are limited obligations of the City, payable solely from Pledged Revenues as provided in the Note Ordinance. For the prompt payment of this Note, both principal and interest, as stated above, at maturity, the Pledged Revenues are hereby irrevocably pledged. This Note Does Not Constitute An Indebtedness Of The City Within The Meaning Of Any Constitutional Or Statutory Provision Or Limitation, Except As Herein Provided. No Registered Owner Of This Note Shall Have The Right To Compel The Exercise Of Any Taxing Power Of The City For Payment Of Principal Of Or Interest On This Note.

[3] Under the Act and the Note Ordinance, the Incremental Taxes attributable to

the L.I.S.C.-Financed Eligible Areas shall be deposited in the respective Tax Allocation Funds. Monies on deposit in the Note Fund created within the respective Tax Allocation Fund pursuant to the Note Ordinance shall be used and are pledged for paying the principal of and interest on the Note and then in making any further required payments to the funds and accounts as provided by the terms of the Note Ordinance.

[4] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, and the City by this Note covenants and agrees that it has made provision for the segregation of those Incremental Taxes attributable to the L.I.S.C.-Financed Eligible Areas to be deposited in the respective Note Funds pursuant to the Note Ordinance, and that it will properly account for those taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance.

[5] This Note is issued initially in fully registered form and is transferable by the Registered Owner thereof in person or by his attorney duly authorized in writing at the office of the Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Note Ordinance, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange for the old Note or Notes.

[6] The City and the Registrar may deem and treat the Registered Owner of this Note as the absolute owner of this Note for the purpose of receiving payment of or on account of principal of this Note, premium, if any, and interest due on this Note and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary.

[7] This Note may be prepaid prior to maturity at the option of the City, in whole or in part on any date from any available funds of the City without penalty or premium. Any prepayments on the debt service of the Note shall be made in inverse order of maturity.

[8] The rights and obligations of the City and of the Registered Owners of the Note may be modified or amended at any time with the consent of the City and of the Registered Owners of not less than a majority in outstanding principal amount of the Note, provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the principal of and interest on the Note, at the time and place and at the rate and in the currency provided in the Note Ordinance without the express consent of the Registered Owner of such Note or permit the creation of a preference or priority of any Note or Notes over any other Note or Notes.

[9] In Witness Whereof, The City of Chicago, by its City Council, has caused this Note to be signed by the manual or duly authorized facsimile signature of the Mayor and City Clerk, all as appearing on this Note and as of the Dated Date identified above.

[Seal]

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(Assignment).

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

\_\_\_\_\_  
(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ or its successor as attorney to transfer the said Note 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 of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement of any change whatever.

Debt Service Schedule Format referred to in this Form of Revenue Note reads as follows:

*Debt Service Schedule Format.*

L.I.S.C.-Financed Eligible Area: \_\_\_\_\_

Tax Increment Allocation Revenue Note  
(T.I.F.Works Program), Taxable Series 2002

Issuance date: \_\_\_\_\_

Interest rate: 8.5%

Maturity date: \_\_\_\_\_

Lender: Local Initiatives Support Corporation

Face amount: \_\_\_\_\_

Net amount to be received by City at closing: \_\_\_\_\_

Total capitalized interest: \_\_\_\_\_

| Due Date              | Interest                            | Principal | Total Payment | Remaining Balance                                                                   |
|-----------------------|-------------------------------------|-----------|---------------|-------------------------------------------------------------------------------------|
|                       |                                     |           |               | [this space should reflect opening balance at closing]                              |
| January 1,<br>Year 1  | [capitalized interest here, if any] |           |               | [this space should reflect amount remaining after first (1 <sup>st</sup> ) payment] |
| January 1,<br>Year 2  |                                     |           |               |                                                                                     |
| ***                   |                                     |           |               |                                                                                     |
| January 1,<br>Year 10 |                                     |           |               |                                                                                     |
| TOTALS:               | _____                               | _____     | _____         |                                                                                     |



AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO  
AND EXECUTE SETTLEMENT AGREEMENT REGARDING  
CASE OF JOHN BROWN, ADMINISTRATOR OF THE  
ESTATE OF LULA M. BROWN, DECEASED, AND  
MARIE HARDY, ALSO KNOWN AS MARIE  
HAYES V. CITY OF CHICAGO AND  
HENRY GARZA.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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: *John Brown, Administrator of the Estate of Lula M. Brown, Deceased, and Marie Hardy, also known as Marie Hayes v. City of Chicago and Henry Garza*, Number 98 L 9366, in an amount of \$850,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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: *John Brown, Administrator of the Estate of Lula M. Brown, Deceased, and Marie Hardy, also known as Marie Hayes v. City of Chicago and Henry Garza*, Number 98 L 9366 in the amount of \$850,000.

---

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE  
FEE EXEMPTIONS, CANCELLATION OF WATER/SEWER  
ASSESSMENTS AND REFUND OF FEES FOR  
CERTAIN CHARITABLE, EDUCATIONAL  
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, to which had been referred February 27, March 27, May 1, May 29 and July 10, 2002, sundry proposed ordinances, substitute ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water/sewer assessments 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 and 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 ordinances, substitute ordinances and orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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.

#### *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 Environment, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue 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 Church in Chicago, 3927 West Irving Park

Road, for the demolition of an existing structure on the premises known as 3915 West Irving Park Road.

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 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. This ordinance shall take effect and be in force from and after its passage.

---

*El Valor Corporation.*

*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, 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 El Valor Corporation, 1850 West 21<sup>st</sup> Street, for the construction of a multi-use child care facility with parking lot and playground on the premises known as 4303 West 24<sup>th</sup> Place.

Said building and other facilities 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.

*Faith United Methodist 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 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 Faith United Methodist Church, 335 West 75<sup>th</sup> Street, for rehabilitation of an existing building.

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.

---

*Holy Trinity Orthodox Cathedral.*

*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 Holy Trinity Orthodox Cathedral, 1121 North Leavitt Street, for the rehabilitation of the Holy Trinity Orthodox Cathedral on the premises known as 1121 North Leavitt 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.

*Interfaith Organizing Project Of Greater Chicago/  
New Homes For Chicago Program.*

*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 Interfaith Organizing Project of Greater Chicago (New Homes For Chicago Project), for new construction on the premises listed on Exhibit "A".

Said building(s) 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.

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

*Exhibit "A".*

*New Homes For Chicago Sites*

*Interfaith Organizing Project (I.O.P.).*

Permanent Index Number

Address

16-11-408-062

3308 West Walnut Street

16-11-408-070

3254 West Walnut Street

16-11-408-075

3242 West Walnut Street

| Permanent Index Number | Address                            |
|------------------------|------------------------------------|
| 16-11-411-002          | 3355 West Walnut Street            |
| 16-11-411-003          | 3353 West Walnut Street            |
| 16-11-411-016          | 3325 West Walnut Street            |
| 16-11-411-051          | 3211 West Walnut Street            |
| 16-11-411-052          | 3207 West Walnut Street            |
| 16-12-323-016          | 124 North California Avenue        |
| 16-12-323-018          | 116 -- 120 North California Avenue |
| 16-13-212-031          | 2736 West Jackson Boulevard        |
| 16-13-212-042          | 2706 West Jackson Boulevard        |
| 16-13-212-043          | 2702 West Jackson Boulevard        |
| 16-13-216-005          | 2747 West Jackson Boulevard        |
| 16-13-216-008          | 2741 West Jackson Boulevard        |

---

*Sanctuary Place, Inc./Interfaith Housing  
Development Corporation Of Chicago.  
(626, 628, 630, 632, 634 And  
636 North Kedzie 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 Sewers, the Commissioner of Water and the Commissioner of Fire are hereby

directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Sanctuary Place, Inc./Interfaith Housing Development Corporation of Chicago, 100 South Morgan Street for construction of six (6) new multi-family low-income units on the premises known as 626, 628, 630, 632, 634 and 636 North Kedzie Avenue.

Said building(s) 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.

---

*Sanctuary Place, Inc./Interfaith Housing  
Development Corporation Of Chicago.  
(642 North Kedzie 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 Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Sanctuary Place, Inc./Interfaith Housing Development Corporation of Chicago, 100 South Morgan Street, for construction of a new sixty-nine (69) unit low-income SRO facility on the premises known as 642 North Kedzie Avenue.

Said building shall be used exclusively for not-for-profit and related purpose and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.



## LICENSE FEE EXEMPTIONS.

*Day Care.**Edison Park Lutheran Church.*

*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, 2002 and ending August 15, 2003:

Edison Park Lutheran Church  
6626 North Oliphant Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*El Valor 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 head start 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:

El Valor Head Start  
1951 West 19<sup>th</sup> Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Marshall Young Men's Christian Association  
Early 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 the period beginning May 15, 2002 through May 16, 2003:

Marshall Young Men's Christian Association Early Head Start Program  
3250 West Adams Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Pilsen Young Men's Christian Association.*

*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 head start 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 Head Start License fee (Code 1584/Class I) for the period beginning May 16, 2002 and ending May 15, 2003:

Pilsen Young Men's Christian Association  
1608 West 21<sup>st</sup> Place.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Rey Gonzales Children And Family 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 15, 2002 to August 15, 2003:

Rey Gonzalez Children and Family Center  
Apartment/Suite 1  
3050 East 92<sup>nd</sup> Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Saint Phillips/Evangelical Lutheran Day Care.*

*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 through February 15, 2003:

Saint Phillips/Evangelical Lutheran Day Care  
2444 West Bryn Mawr Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*South East Asia 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 periods beginning February 25, 2002 through August 15, 2002 and August 16, 2002 through August 15, 2003:

South East Asia Center  
5120 North Broadway.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Young Men's Christian Association Bowen  
Family Development 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 1586/Class I) for the period beginning May 16, 2002 and ending May 15, 2003:

The Young Men's Christian Association Bowen Family Development Center  
2710 East 89<sup>th</sup> 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/South Chicago Y.M.C.A. Pre-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 1548/Class I), for the period beginning May 16, 2002 to May 15, 2003:

Young Men's Christian Association of Metropolitan Chicago/  
South Chicago Young Men's Christian Association Pre-School  
3039 East 91<sup>st</sup> Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Hospital.*

*Northwestern Memorial Hospital.*

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following business which is not operated for gain, but where a charge is made for services, is hereby exempted from payment of a Hospital License fee for the period beginning August 16, 2002 and ending August 15, 2003 (License Code 1375) Main Hospital License:

Northwestern Memorial Hospital  
251 East Huron Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

---

*South Shore Hospital.*

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

SECTION 1. Pursuant to Section 4-84-040 of the Municipal Code of Chicago and in accordance with a favorable inspection by the board of Health, the following hospital which is not operated for gain, but where a charge is made for the care of patients, shall be exempted from payment of the Hospital License fee (Code 1375), for the period beginning August 16, 2001 and ending August 15, 2002:

South Shore Hospital  
8012 South Crandon Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

---

*Limited Business.*

*International Music Foundation.*

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following business which is not operated for gain, but here a charge is made for services, is hereby exempted from payment of a Limited Business License fee, for the period beginning February 16, 2002 to the period ending February 15, 2003:

International Music Foundation  
Suite 401  
70 West Hubbard Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

—

*Northwestern Memorial Hospital/Chicago Maternity Center Gift Shop.*

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following business which is not operated for gain, but where a charge is made for services, is hereby exempted from payment of a Limited Business License fee for the period beginning August 16, 2002 and ending August 15, 2003 (License Code 1010) Limited Business License (Chicago Maternity Center Gift Shop):

Northwestern Memorial Hospital  
333 East Superior Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

—

*Northwestern Memorial Hospital/Hidden Treasure Gift Shop.*

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following business which is not operated for gain, but where a charge is made for services, is hereby exempted from payment of a Limited Business License fee for the period beginning August 16, 2002 and ending August 15, 2003 (License Code 1010) Limited Business License (Hidden Treasure Gift Shop):

Northwestern Memorial Hospital  
46 East Chicago Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

---

*Northwestern Memorial Hospital/Women's Board Gift Shop.*

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following business which is not operated for gain, but where a charge is made for services, is hereby exempted from payment of a Limited Business License fee for the period beginning August 16, 2002 and ending August 15, 2003 (License Code 1010) Limited Business License (Women's Board Gift Shop):

Northwestern Memorial Hospital  
251 East Huron Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

---

*Long Term Care Facility.*

*The Methodist Home.*

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

SECTION 1. Pursuant to Section 4-96-050 of the Municipal Code of the City of Chicago, the following home which is not operated for gain, but where a charge is made for the care of patients, is hereby exempt from the payment of the annual Long Term Care Facility License fee (Code 1005), for the period beginning August 16, 2002 and ending August 15, 2003:

The Methodist Home  
1415 West Foster Avenue.



SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

---

*Misericordia Heart Of Mercy.*  
(various locations)

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

SECTION 1. Pursuant to Section 4-96-050 of the Municipal Code of the City of Chicago, for Misericordia Heart of Mercy, 6300 North Ridge Avenue, the following facilities which are not operated for gain, but where a charge is made for the care of patients, are hereby exempt from the payment of the annual Long Term Care Facility License fee (\$1,000.00) (Code 1005), for the period of August 16, 2002 to August 15, 2003, for the following homes on Misericordia's northside campus:

|                  |                 |
|------------------|-----------------|
| Marian Center    | Rice House      |
| Mazza House      | Brach House     |
| Polk House       | Miniat House    |
| Mahoney House    | O'Donnell House |
| Herbstritt House | Shannon House   |
| McGowan House    | Holbrook Center |

SECTION 2. This ordinance shall take effect and be in full force from and after its passage.

---

*Misericordia Heart Of Mercy.*  
(2916 West 47<sup>th</sup> Street)

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

SECTION 1. Pursuant to Section 4-96-050 of the Municipal Code of Chicago, the following home which is not operated for gain, but where a charge is made for the care of patients, is hereby exempt from the payment of the annual Long Term Care Facility License fee (Code 1005), for the period beginning August 16, 2002

and ending August 15, 2003:

Misericordia Heart of Mercy  
2916 West 47<sup>th</sup> Street.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage.

---

*Selfhelp Home.*

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

SECTION 1. Pursuant to Section 4-96-050 of the Municipal Code of the City of Chicago, the following home which is not operated for gain, but where a charge is made for the care of patients, is hereby exempt from the payment of the annual Long Term Care Facility License fee (Code 1005), for the period beginning August 16, 2002 and ending August 15, 2003:

Selfhelp Home  
906 West Argyle Street.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

---

REFUND OF FEES.

*Methodist Home.*

*Ordered,* That the Director of Revenue and the City Comptroller are hereby authorized and directed to refund the amount of \$1,000.00 to the Methodist Home, a not-for-profit institution, located at 1415 West Foster Avenue, representing payment of the annual Long Term Care Facility License fee (Code 1005), License

Number 1168003, Account Number 217600, for the period of August 3, 2001 through August 15, 2002.

---

*Saint Clare Of Montefalco Church And  
School/Carnival Unity Fiesta.*

*Ordered*, That the Director of Revenue and the City Comptroller are hereby authorized and directed to refund the amount of \$1,190.00 to the Saint Clare of Montefalco Church and School/Carnival Unity Fiesta, a not-for-profit institution, located at 5443 South Washtenaw Avenue, representing payment of special event license/permit fees for the event, which was held June 27, 2002 through June 30, 2002 (Vendor: Windy City Amusement, Inc. -- 920 West Main Street, Saint Charles, Illinois 60174).

---

EXEMPTION OF ADA S. MC KINLEY COMMUNITY SERVICES  
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, July 31, 2002.

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

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Pope (10<sup>th</sup> Ward) exempting Ada S. McKinley Community Services 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 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water 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 Ada S. McKinley Community Services, a not-for-profit Illinois corporation at 9135 South Brandon 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. Ada S. McKinley Community Services, a not-for-profit Illinois corporation, located at 9135 South Brandon Avenue, engaged in medical, educational and related activities, shall be exempt from payment of the city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Ada S. McKinley Community Services 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 ASSOCIATION HOUSE FROM PAYMENT OF  
ALL CITY PERMIT, LICENSE AND INSPECTION FEES  
FOR YEAR ENDING NOVEMBER 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Ocasio (26<sup>th</sup> Ward) exempting Association House from payment of all city permit, license and inspection fees for the year ending November 15, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water 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 Association House, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) at 2849 -- 2851 West Walton Street.

Said building(s) and all appurtenances thereto shall be used 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. Association House, a not-for-profit Illinois corporation, located at 1116 North Kedzie Avenue, engaged in medical, educational and related activities, shall be exempt from payment of city license fees and building permits and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Association House 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 November 15, 2003.

---

EXEMPTION OF THE CATHOLIC BISHOP OF CHICAGO  
FROM PAYMENT OF ALL CITY PERMIT, LICENSE  
AND INSPECTION FEES FOR ONE  
YEAR PERIOD.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 (42<sup>nd</sup> Ward) exempting The Catholic Bishop of Chicago from payment of all city permit, license and inspection fees for the year ending December 31, 2004, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water 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 Catholic Bishop of Chicago, a not-for-profit Illinois corporation, related to the erection and maintenance of the building(s) and fuel storage facilities located at 108 -- 138, 201 -- 229 South Desplaines Street, 619 -- 631, 700 -- 718 West Adams Street and 711 -- 719 West Monroe 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. The Catholic Bishop of Chicago, a not-for-profit Illinois corporation, 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. The Catholic Bishop of 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, 2004.

---

EXEMPTION OF CHICAGO CHRISTIAN INDUSTRIAL LEAGUE/  
600 S. WABASH, L.P. 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, July 31, 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 (2<sup>nd</sup> Ward) exempting Chicago Christian Industrial League/600 S. Wabash, L.P. 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water 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 Christian Industrial League/ 600 S. Wabash, L.P. on the premises known as 600 South Wabash Avenue.

Said building 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 Chicago Christian Industrial League/600 S. Wabash, L.P., a not-for-profit Illinois corporation, located at 600 South Wabash Avenue, engaged in religious and educational related activities, shall be exempt from payment of the city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Chicago Christian Industrial League/600 S. Wabash, L.P. 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 GERMAN AMERICAN NATIONAL CONGRESS/  
D.A.N.K. HOUSE FROM PAYMENT OF ALL CITY PERMIT,  
LICENSE AND INSPECTION FEES FOR YEAR  
ENDING NOVEMBER 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulter (47<sup>th</sup> Ward) exempting German American National Congress/D.A.N.K. House from payment of all city permit, license and inspection fees for the year ending November 15, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of the Department of Revenue, 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 German American National Congress/D.A.N.K. House, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 4749 North Western 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. German American National Congress/D.A.N.K. House, a not-for-profit Illinois corporation, located at 4749 North Western Avenue, engaged in educational, social 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. German American National Congress/D.A.N.K. House 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 from November 16, 2002 and ending November 15, 2003.

---

EXEMPTION OF HULL HOUSE ASSOCIATION'S LINCOLN  
SQUARE HEAD START FROM PAYMENT OF ALL  
CITY PERMIT, LICENSE AND INSPECTION  
FEES FOR YEAR ENDING  
NOVEMBER 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulter (47<sup>th</sup> Ward) exempting Hull House Association's Lincoln Square Head Start from payment of all city permit, license and inspection fees for the year ending November 15, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of the Department of Revenue, 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 Hull House Association's Lincoln Square Head Start, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 4754 North Leavitt 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. Hull House Association's Lincoln Square Head Start, a not-for-profit Illinois corporation, located at 4754 North Leavitt Street, engaged in day care 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. Hull House Association's Lincoln Square Head Start 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 from November 16, 2002 and ending November 15, 2003.

---

EXEMPTION OF LAWRENCE HALL YOUTH SERVICES FROM  
PAYMENT OF ALL CITY PERMIT, LICENSE AND  
INSPECTION FEES FOR YEAR ENDING  
DECEMBER 31, 2003.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a substitute ordinance presented by Alderman O'Connor (40<sup>th</sup> Ward) exempting Lawrence Hall Youth Services from payment of all city permit, license and inspection fees for the year ending December 31, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of 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 Lawrence Hall Youth Services, a not-for-profit Illinois corporation, related to the clearing of the property, erection and maintenance of building(s) at 4833 North Francisco 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 necessary permits and licenses.

SECTION 2. Lawrence Hall Youth Services, a not-for-profit Illinois corporation, located at 4833 North Francisco Avenue, 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. Lawrence Hall Youth Services 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 upon passage and continue through the period ending December 31, 2003.

---

EXEMPTION OF OLD TOWN SCHOOL OF FOLK MUSIC  
FROM PAYMENT OF ALL CITY PERMIT, LICENSE  
AND INSPECTION FEES FOR YEAR ENDING  
NOVEMBER 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulner (47<sup>th</sup> Ward) exempting Old Town School of Folk Music from payment of all city permit, license and inspection fees for the year ending November 15, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of the Department of Revenue, 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 Old Town School of Folk Music, a not-for-profit Illinois corporation, related to the erection and maintenance of the building(s) and fuel storage facilities at 4544 North Lincoln 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. Old Town School of Folk Music, a not-for-profit Illinois corporation, located at 4544 North Lincoln 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. Old Town School of Folk Music 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 from November 16, 2002 and ending November 15, 2003.

---

EXEMPTION OF QUEEN OF ANGELS CHURCH AND SCHOOL  
FROM PAYMENT OF ALL CITY PERMIT, LICENSE  
AND INSPECTION FEES FOR YEAR ENDING  
NOVEMBER 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulter (47<sup>th</sup> Ward) exempting Queen of Angels Church and School from payment of all city permit, license and inspection fees for the year ending November 15, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of the Department of Revenue, 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 Queen of Angels Church and School, a not-for-profit Illinois corporation, related to the erection and maintenance of the building(s) and fuel storage facilities at 4412 and 4520 North Western Avenue and 2330 West Sunnyside 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. Queen of Angels Church and School, a not-for-profit Illinois corporation, located at 4412 and 4520 North Western Avenue and 2330 West Sunnyside Avenue, engaged in religious, educational and related activities, shall be exempt from payment of the city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Queen of Angels Church and School 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 from November 16, 2002 and ending November 15, 2003.

---

EXEMPTION OF RAVENSWOOD BAPTIST CHRISTIAN SCHOOL  
FROM PAYMENT OF ALL CITY PERMIT, LICENSE AND  
INSPECTION FEES FOR YEAR ENDING  
NOVEMBER 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulter (47<sup>th</sup> Ward) exempting Ravenswood Baptist Christian School from payment of all city permit, license and inspection fees for the year ending November 15, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of the Department of Revenue, 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 Ravenswood Baptist Christian School, a not-for-profit Illinois corporation, related to the erection and maintenance of the building(s) and fuel storage facilities at 4437 North Seeley 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. Ravenswood Baptist Christian School, a not-for-profit Illinois corporation, located at 4437 North Seeley Avenue, engaged in religious, educational and related activities, shall be exempt from payment of the city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Ravenswood Baptist Christian School 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 from November 16, 2002 and ending November 15, 2003.

---

EXEMPTION OF RAVENSWOOD COMMUNITY CHILD CARE  
CENTER FROM PAYMENT OF ALL CITY PERMIT,  
LICENSE AND INSPECTION FEES FOR YEAR  
ENDING NOVEMBER 15, 2002.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulner (47<sup>th</sup> Ward) exempting Ravenswood Community Child Care Center from payment of all city permit, license and inspection fees for the year ending November 15, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of the Department of Revenue, 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 Ravenswood Community Child Care Center, a not-for-profit Illinois corporation, related to the erection and maintenance of the building(s) and fuel storage facilities at 4908 North Damen 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. Ravenswood Community Child Care Center, a not-for-profit Illinois corporation, located at 4908 North Damen Avenue, engaged in religious, educational and related activities, shall be exempt from payment of the city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Ravenswood Community Child Care 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 from November 16, 2001 and ending November 15, 2002.

---

EXEMPTION OF RAVENSWOOD COMMUNITY CHILD CARE  
CENTER FROM PAYMENT OF ALL CITY PERMIT,  
LICENSE AND INSPECTION FEES FOR YEAR  
ENDING NOVEMBER 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulter (47<sup>th</sup> Ward) exempting Ravenswood Community Child Care Center from payment of all city permit, license and inspection fees for the year ending November 15, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVillie, Munoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuller, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of the Department of Revenue, 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 Ravenswood Community Child Care Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 4908 North Damen 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. Ravenswood Community Child Care Center, a not-for-profit Illinois corporation, located at 4908 North Damen Avenue, engaged in religious, 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. Ravenswood Community Child Care 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 from November 16, 2002 and ending November 15, 2003.

---

EXEMPTION OF RAVENSWOOD COVENANT CHURCH  
FROM PAYMENT OF ALL CITY PERMIT, LICENSE  
AND INSPECTION FEES FOR YEAR  
ENDING NOVEMBER 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulter (47<sup>th</sup> Ward) exempting Ravenswood Covenant Church from payment of all city permit, license and inspection fees for the year ending November 15, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of the Department of Revenue, 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 Ravenswood Covenant Church, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 4900 North Damen 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. Ravenswood Covenant Church, a not-for-profit Illinois corporation, located at 4900 North Damen Avenue, engaged in religious, 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. Ravenswood Covenant 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 from November 16, 2002 and ending November 15, 2003.

---

EXEMPTION OF SAINT MATTHIAS PARISH FROM PAYMENT OF  
ALL CITY PERMIT, LICENSE AND INSPECTION FEES FOR  
YEAR ENDING NOVEMBER 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schuler (47<sup>th</sup> Ward) exempting Saint Matthias parish from payment of all city permit, license and inspection fees for the year ending November 15, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of the Department of Revenue, 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 Saint Matthias parish, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 2310 West Ainslie 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. Saint Matthias parish, a not-for-profit Illinois corporation, located at 2310 West Ainslie Street, engaged in religious, 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 Matthias parish 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 from November 16, 2002 and ending November 15, 2003.

---

EXEMPTION OF UNIVERSITY OF ILLINOIS AT 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, July 31, 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 (2<sup>nd</sup> Ward) exempting the University of Illinois at 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water 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 University of Illinois at Chicago on the premises known as 909 South Wolcott Avenue.

Said building 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



building 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 University of Illinois at Chicago, a not-for-profit Illinois municipal corporation located at 909 South Wolcott Avenue and various other locations in the 2<sup>nd</sup> Ward, engaged in educational and related activities, shall be exempt from payment of the city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. University of Illinois at 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 take effect and be in force for a period of one (1) year but in no event beyond December 31, 2002.

---

EXEMPTION OF SAINT GALL CHURCH FROM  
PAYMENT OF ALL CITY PERMIT, LICENSE  
AND INSPECTION FEES.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Burke (14<sup>th</sup> Ward) exempting Saint Gall Church 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of 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 Saint Gall Church, a not-for-profit institution, related to the maintenance of building(s) at 5511 -- 5525 South Sawyer Avenue (school and rectory garage roof rehabilitation project).

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 Saint Gall Church 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 MICHAEL MISSIONARY BAPTIST  
CHURCH FROM PAYMENT OF ALL CITY PERMIT,  
LICENSE AND INSPECTION FEES.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 E. Smith (28<sup>th</sup> Ward) exempting Saint Michael Missionary Baptist Church 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 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees, all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Michael Missionary Baptist Church, 4601 West Monroe Street, for new construction on the premises known as 4601 West Monroe 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 necessary permits and licenses.

SECTION 2. The Saint Michael Missionary Baptist Church 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.

AUTHORIZATION FOR CANCELLATION OF BURGLAR ALARM  
PERMIT FEES FOR SPANISH COALITION FOR JOBS  
AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration two orders authorizing the cancellation of burglar alarm permit fees charged to the Spanish Coalition for Jobs, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

*2011 West Pershing Road.*

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel Permit Number 27950 in the amount of \$30.00 for burglar alarm permit fee, under the date of February 22, 2001, charged to the Spanish Coalition for Jobs, for their premises located at 2011 West Pershing Road (Account Number 78863).

---

*1737 West 18<sup>th</sup> Street.*

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel Permit Number 27949 in the amount of \$30.00 for burglar alarm permit fee, under the date of July 6, 2001, charged to the Spanish Coalition for Jobs, for their premises located at 1737 West 18<sup>th</sup> Street (Account Number 78862).

---

AUTHORIZATION FOR CANCELLATION OF WARRANTS  
FOR COLLECTION ISSUED AGAINST CERTAIN  
CHARITABLE, EDUCATIONAL AND  
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

7/31/2002

REPORTS OF COMMITTEES

91267

| Name And Address                                                | Warrant Number<br>And Type Of<br>Inspection             | Amount   |
|-----------------------------------------------------------------|---------------------------------------------------------|----------|
| The Moody Church<br>1609 North LaSalle Street                   | F4-207483<br>(Mech. Vent.)                              | \$ 40.00 |
|                                                                 | P1-201091<br>(Boiler)                                   | 195.00   |
|                                                                 | P1-201091<br>(Unfired Pres. Ves.)                       | 45.00    |
| Spanish Coalition For Jobs<br>1737 West 18 <sup>th</sup> Street | Invoice 27949<br>(Burglar Alarm Sticker<br>Replacement) | 10.00    |

---

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, July 31, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending 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 91269  
through 91281 of this *Journal*.]

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED                   | VOUCHER TOTAL      |
|---------------------------|------------------|--------------------------------|--------------------------------|--------------------|
| ACCARDO                   | THOMAS J         | POLICE OFFICER                 | RECRUIT TRAINING               | 8/14/2001 60.00    |
| ACEVEDO                   | MARCO A          | POLICE OFFICER                 | TRAINING DIVISION              | 10/02/2001 2560.95 |
| ACEVEZ                    | ANTHONY E        | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 3/26/2002 81.90    |
| ACOSTA                    | MARIO A          | POLICE OFFICER                 | ELEVENTH DISTRICT              | 11/25/2001 344.60  |
| ADAMS                     | VICKY M          | POLICE OFFICER                 | SIXTH DISTRICT                 | 1/03/2001 131.95   |
| ADOLFIE                   | WALTER B         | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 12/29/2001 148.00  |
| AGUILERA                  | DANIEL           | POLICE OFFICER                 | FIFTH DISTRICT                 | 10/09/2001 152.60  |
| AGUINAGA                  | JOSEPH           | POLICE OFFICER                 | FOURTH DISTRICT                | 12/12/1999 1754.75 |
| AIRHART                   | JOE M            | POLICE OFFICER                 | DETECTIVE DIVISION - AREA 2    | 8/28/2001 74868.87 |
| ALDRICH                   | JEFFREY S        | POLICE OFFICER                 | TWELFTH DISTRICT               | 1/12/2001 25.00    |
| ALDRIDGE                  | JENNIFER         | POLICE OFFICER                 | FIFTH DISTRICT                 | 2/28/2001 22.00    |
| ALEXA                     | MICHELENE        | POLICE OFFICER                 | TWENTY-FOURTH DISTRICT         | 1/09/1994 348.00   |
| ALEXANDER                 | DIETRICE L       | POLICE OFFICER                 | SIXTH DISTRICT                 | 9/30/2000 104.46   |
| ALI                       | MEER             | POLICE OFFICER                 | SEVENTEENTH DISTRICT           | 1/19/2001 965.20   |
| ALLEN                     | DENOTRA          | POLICE OFFICER                 | UNKNOWN                        | 12/15/2000 1072.00 |
| ALLEN                     | GORDAN K         | POLICE OFFICER                 | EVIDENCE AND RECOVERED PROPERT | 4/17/2002 1470.22  |
| ALLEN                     | KEITH            | POLICE OFFICER                 | ELEVENTH DISTRICT              | 10/18/2001 258.72  |
| ALMANZA                   | JOSEPH D         | POLICE OFFICER                 | SIXTH DISTRICT                 | 4/14/2002 380.74   |
| ALONZO                    | VINCENT S        | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 3/19/2000 1265.60  |
| ALTHAN                    | GEORGE R         | POLICE OFFICER                 | SEVENTH DISTRICT               | 2/11/2000 440.60   |
| ALVARADO                  | JOSHUA E         | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 1/09/2002 12.00    |
| ANDAVERDE                 | FEDERICO         | POLICE OFFICER                 | PUBLIC HOUSING UNIT-SOUTH      | 10/08/2001 225.36  |
| ANDERSON                  | RHONDA M         | POLICE OFFICER                 | NINTH DISTRICT                 | 11/07/2001 58.00   |
| ANDREWS-GUARTERMAN        | STACY            | POLICE OFFICER                 | PUBLIC HOUSING UNIT-SOUTH      | 12/14/1999 387.00  |
| ANTHONY                   | FREDERICK        | POLICE OFFICER                 | SEVENTH DISTRICT               | 4/15/2002 1608.00  |
| ARMSTRONG                 | DERRICK          | POLICE OFFICER                 | SECOND DISTRICT                | 1/10/2001 782.00   |
| ARROYO                    | NELLY            | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 4/11/2002 324.25   |
| ARROYO                    | REYNA            | POLICE OFFICER                 | PUBLIC TRANSPORTATION SECTION  | 2/19/2002 3397.50  |
| ARROYO                    | RICHARD          | POLICE OFFICER                 | FOURTH DISTRICT                | 12/03/2001 31.00   |
| ARTEAGA                   | OSCAR            | POLICE OFFICER                 | FIFTH DISTRICT                 | 9/23/2001 285.00   |
| AUGLE                     | DALE             | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 4/23/2002 738.90   |
| AVILA                     | RAUL             | POLICE OFFICER                 | ELEVENTH DISTRICT              | 1/19/2002 78.00    |
| AZTLAN-TERRELL            | AMELIA A         | POLICE OFFICER                 | TWENTY-THIRD DISTRICT          | 1/29/2002 361.20   |
| BACHELDER                 | THOMAS W         | POLICE OFFICER                 | FIFTH DISTRICT                 | 1/01/2002 71.19    |
| BAGNALL                   | THOMAS F         | POLICE OFFICER                 | SIXTEENTH DISTRICT             | 7/20/2000 310.00   |
| BAILEY JR                 | JAMES P          | POLICE OFFICER                 | NINTH DISTRICT                 | 7/13/2000 73.00    |
| BAKOPOULOS                | JOHN T           | POLICE OFFICER                 | SECOND DISTRICT                | 4/21/2002 712.98   |
| BALESTRI                  | FRANK            | POLICE OFFICER                 | AIRPORT LAW ENFORCEMENT SOUTH  | 1/22/2000 59.00    |
| BANDY                     | MATTHEW          | POLICE OFFICER                 | RECRUIT TRAINING               | 12/05/2001 30.00   |
| BANSLEY                   | ANTHONY          | POLICE OFFICER                 | EIGHTH DISTRICT                | 4/02/2002 337.40   |
| BANUELOS                  | ULYSSES A        | POLICE OFFICER                 | NARCOTICS SECTION              | 4/09/2002 550.80   |
| BARANOWSKI                | GARY W           | POLICE OFFICER                 | NINETEENTH DISTRICT            | 7/18/2001 1443.60  |
| BARNHILL                  | GORDON           | POLICE OFFICER                 | INTERNAL AFFAIRS DIVISION      | 3/08/2002 18.00    |
| BARTH-FLYNN               | TERESE           | POLICE OFFICER                 | SIXTEENTH DISTRICT             | 9/24/2001 752.00   |
| BARTLETT                  | ROBERT           | POLICE OFFICER                 | TWENTY-FOURTH DISTRICT         | 12/16/2001 169.44  |
| BARTLETT                  | ROBERT           | POLICE OFFICER                 | TWENTY-FOURTH DISTRICT         | 1/24/2002 149.00   |
| BARTLETT                  | ROBERT           | POLICE OFFICER                 | SPECIAL OPERATIONS SECTION     | 4/26/2002 542.70   |
| BARTMAN                   | RONALD F         | POLICE OFFICER                 | EIGHTH DISTRICT                | 2/01/2002 1288.00  |
| BARTOLI                   | DANIEL A         | POLICE OFFICER                 | TWENTY-FIFTH DISTRICT          | 12/23/2000 100.00  |

7/31/2002

REPORTS OF COMMITTEES

91269

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED                   | VOUCHER TOTAL      |
|---------------------------|------------------|--------------------------------|--------------------------------|--------------------|
| BARTON                    | JOHN             | POLICE OFFICER                 | TWENTIETH DISTRICT             | 4/14/2001 60.00    |
| BATISTA                   | FELIX            | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 8/22/2001 151.97   |
| BATTAGLIA                 | CHRISTOPHER      | POLICE OFFICER                 | FOURTEENTH DISTRICT            | 1/31/2002 173.00   |
| BATTAGLIA                 | JOSEPH A         | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 11/17/2001 1884.48 |
| BAUMANN                   | ANTHONY C        | POLICE OFFICER                 | ELEVENTH DISTRICT              | 4/08/2002 227.00   |
| BERRY                     | MICHONNE C       | POLICE OFFICER                 | PUBLIC HOUSING UNIT-SOUTH      | 4/06/2002 294.00   |
| BEYNA                     | THOMAS           | POLICE OFFICER                 | TENTH DISTRICT                 | 10/23/2000 125.00  |
| BIELSKI                   | ADALBERT         | POLICE OFFICER                 | PUBLIC HOUSING UNIT-NORTH      | 6/23/2001 614.00   |
| BIEB                      | JOHN             | POLICE OFFICER                 | PUBLIC TRANSPORTATION SECTION  | 1/23/2002 522.00   |
| BINETTI                   | NERINA           | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 3/18/2000 220.00   |
| BLAIR                     | KEITH            | POLICE OFFICER                 | NINTH DISTRICT                 | 2/05/2002 187.00   |
| BLAIR                     | PATRICK          | POLICE OFFICER                 | FIRST DISTRICT                 | 12/22/2001 14.00   |
| BLAKE                     | RONALD G         | POLICE OFFICER                 | TRAFFIC SECTION - ENFORCEMENT  | 6/23/2001 1056.00  |
| BLASZ                     | SCOTT            | POLICE OFFICER                 | RECRUIT TRAINING               | 11/02/2000 390.00  |
| BLAYE                     | JOSEPH G         | POLICE OFFICER                 | MOUNTED UNIT                   | 1/26/2002 493.39   |
| BLISSETT                  | RODNEY           | POLICE OFFICER                 | FIRST DISTRICT                 | 2/14/2002 1661.90  |
| BLOCK                     | ANDREW           | POLICE OFFICER                 | RECRUIT TRAINING               | 10/23/2001 222.00  |
| BOEYKENS                  | MICHAEL N        | POLICE OFFICER                 | TWENTIETH DISTRICT             | 11/26/2001 162.00  |
| BOND                      | WARD             | POLICE OFFICER                 | TRAFFIC SECTION - LOOP TRAFFIC | 10/24/2000 4443.00 |
| BOOKER                    | JAMES            | POLICE OFFICER                 | PUBLIC HOUSING UNIT-SOUTH      | 12/08/2000 262.00  |
| BOOKER                    | JEROME P         | POLICE OFFICER                 | PUBLIC HOUSING UNIT-NORTH      | 7/18/2001 386.00   |
| BOOTH                     | RUDOLPH V        | POLICE OFFICER                 | SPECIAL OPERATIONS SECTION     | 1/06/2000 43.00    |
| BOSTON                    | JOSEPH E         | POLICE OFFICER                 | SEVENTH DISTRICT               | 1/07/2002 150.00   |
| BOYLE-MIKRUT              | JEAN M           | POLICE OFFICER                 | EIGHTH DISTRICT                | 1/06/2001 272.00   |
| BRACEY                    | GWENDEL          | POLICE OFFICER                 | SIXTH DISTRICT                 | 1/01/2002 67.34    |
| BRANDT                    | DAVID            | POLICE OFFICER                 | YOUTH DIVISION AREA ONE        | 4/14/2002 1804.50  |
| BRKOVIC                   | PETAR            | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 10/18/2001 394.00  |
| BROGAN                    | MICHAEL          | POLICE OFFICER                 | TWENTY-FOURTH DISTRICT         | 4/18/2002 558.59   |
| BROWN                     | ANNYCE           | POLICE OFFICER                 | RECRUIT TRAINING               | 11/02/2001 244.00  |
| BROWN                     | CASSANDRA        | POLICE OFFICER                 | RECRUIT TRAINING               | 11/09/2001 103.99  |
| BROWN                     | CRAIG            | POLICE OFFICER                 | FIFTH DISTRICT                 | 10/18/2001 61.00   |
| BROWNFIELD                | STEVEN C         | POLICE OFFICER                 | DETECTIVE DIVISION - AREA 2    | 9/06/2000 60.00    |
| BROWNRIDGE                | JOHN M           | POLICE OFFICER                 | FIFTH DISTRICT                 | 6/01/2001 257.25   |
| BROWNSTEIN                | STEVEN C         | POLICE OFFICER                 | PUBLIC HOUSING UNIT-SOUTH      | 6/29/2001 250.00   |
| BRUMLEY                   | CEDRIC           | POLICE OFFICER                 | FOURTH DISTRICT                | 4/13/2002 406.00   |
| BRYJA                     | JOHN T           | POLICE OFFICER                 | ELEVENTH DISTRICT              | 1/22/2002 185.73   |
| BRZDZA                    | ALAN             | POLICE OFFICER                 | EIGHTH DISTRICT                | 3/27/2002 150.00   |
| BUNCH                     | LYNN A           | POLICE OFFICER                 | NARCOTICS SECTION              | 12/04/2001 170.00  |
| BUNVILLE                  | BARBARA A        | POLICE OFFICER                 | SIXTH DISTRICT                 | 8/17/2001 272.00   |
| BURKART                   | CATHERINE        | POLICE OFFICER                 | TWENTY-FIFTH DISTRICT          | 9/15/2001 1666.50  |
| BURKE                     | DANIEL E.        | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 6/28/1997 80.00    |
| BURNETTE                  | MICHAEL S        | POLICE OFFICER                 | TWENTY-FIRST DISTRICT          | 10/03/2001 8849.00 |
| BURNS                     | DANIEL P         | POLICE OFFICER                 | SECOND DISTRICT                | 1/12/2001 180.00   |
| BURWELL                   | PETER            | POLICE OFFICER                 | THIRD DISTRICT                 | 1/06/2002 1083.50  |
| BURZINSKI                 | JOHN             | POLICE OFFICER                 | SPECIAL OPERATIONS SECTION     | 1/05/2002 753.75   |
| BUTLER                    | JAMES E.         | POLICE OFFICER                 | ELEVENTH DISTRICT              | 8/22/2001 310.94   |
| BUZZELLI                  | JANET L          | POLICE OFFICER                 | ELEVENTH DISTRICT              | 4/25/2002 309.00   |
| BYRD                      | DORIS            | POLICE OFFICER                 | TWENTY-FIRST DISTRICT          | 10/11/2001 339.15  |
| CAIRO                     | MARY             | POLICE OFFICER                 | RECRUIT TRAINING               | 10/31/2001 389.02  |

91270

JOURNAL--CTY COUNCIL--CHICAGO

7/31/2002

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED                    | VOUCHER TOTAL      |
|---------------------------|------------------|--------------------------------|---------------------------------|--------------------|
| CALDBECK                  | DAVID J          | POLICE OFFICER                 | EIGHTEENTH DISTRICT             | 12/14/2001 2926.75 |
| CAMPBELL                  | SEAN P           | POLICE OFFICER                 | SEVENTH DISTRICT                | 4/02/2002 114.00   |
| CAMPOS                    | MARCO            | POLICE OFFICER                 | EIGHTH DISTRICT                 | 2/14/2002 638.80   |
| CANNING                   | KATHY M          | POLICE OFFICER                 | FIFTEENTH DISTRICT              | 10/07/2001 334.00  |
| CARDEN                    | THOMAS           | POLICE OFFICER                 | TWENTY-FOURTH DISTRICT          | 10/28/2001 61.00   |
| CAREY                     | THOMAS P         | POLICE OFFICER                 | ELEVENTH DISTRICT               | 11/12/2000 749.00  |
| CARLI                     | RENO             | POLICE OFFICER                 | EVIDENCE AND RECOVERED PROPERTY | 3/15/2001 660.60   |
| CARROLL                   | RONDY D          | POLICE OFFICER                 | THIRD DISTRICT                  | 1/23/2001 507.00   |
| CARROTHERS                | DARRELL L        | POLICE OFFICER                 | FIFTEENTH DISTRICT              | 2/17/2002 61.00    |
| CASAS                     | EDWARD           | POLICE OFFICER                 | NINTH DISTRICT                  | 10/05/2001 1209.32 |
| CASE                      | DAVID            | POLICE OFFICER                 | SPECIAL OPERATIONS SECTION      | 4/24/1999 5053.97  |
| CASEY                     | KELLY A          | POLICE OFFICER                 | TWENTY-FIFTH DISTRICT           | 4/23/2001 40.00    |
| CASTELLO                  | JESUS M          | POLICE OFFICER                 | TWENTY-THIRD DISTRICT           | 4/04/2002 257.57   |
| CASTILLO                  | DIEGO A          | POLICE OFFICER                 | FOURTEENTH DISTRICT             | 1/24/2001 1971.00  |
| CASTILLO                  | JOSEPH R         | POLICE OFFICER                 | SEVENTEENTH DISTRICT            | 8/30/2001 613.00   |
| CATALAN                   | KURT             | POLICE OFFICER                 | TWENTY-FIFTH DISTRICT           | 12/23/2000 40.00   |
| CATANZARA                 | JOHN             | POLICE OFFICER                 | EIGHTEENTH DISTRICT             | 12/14/2001 76.00   |
| CAVES                     | STACEY L         | POLICE OFFICER                 | FOURTH DISTRICT                 | 1/20/2002 275.00   |
| CAVIN                     | DARYL            | POLICE OFFICER                 | FOURTH DISTRICT                 | 2/15/2001 256.00   |
| CERVENY                   | GEORGE B         | POLICE OFFICER                 | TWENTY-FIRST DISTRICT           | 2/10/2002 2996.75  |
| CERVENY-BISCHOFF          | THERESA M        | POLICE OFFICER                 | SEVENTH DISTRICT                | 4/03/2001 61.00    |
| COCHRAN                   | WILLIE B         | POLICE OFFICER                 | ELEVENTH DISTRICT               | 4/22/2002 574.00   |
| COLE                      | LOUISE           | POLICE OFFICER                 | FIFTEENTH DISTRICT              | 9/21/1998 43.00    |
| COLEMAN                   | JAMES G          | POLICE OFFICER                 | SPECIAL OPERATIONS SECTION      | 4/06/2002 307.60   |
| CONNORS                   | KEVIN M          | POLICE OFFICER                 | SEVENTH DISTRICT                | 2/15/2002 4922.50  |
| CONTRERAS                 | CYNTHIA A        | POLICE OFFICER                 | EIGHTH DISTRICT                 | 4/12/2002 11.79    |
| COUGHLIN                  | CRAIG E          | POLICE OFFICER                 | NINTH DISTRICT                  | 3/05/2002 659.47   |
| COX                       | JOSEPH J         | POLICE OFFICER                 | TWENTY-THIRD DISTRICT           | 3/22/2002 134.00   |
| CRANFIELD                 | BERTRAM D        | POLICE OFFICER                 | TWENTY-FIFTH DISTRICT           | 12/04/2001 200.20  |
| CUNNINGHAM                | AARON            | POLICE OFFICER                 | NINTH DISTRICT                  | 3/31/2002 319.00   |
| CUNNINGHAM                | BRIAN            | POLICE OFFICER                 | EIGHTH DISTRICT                 | 3/21/2002 150.00   |
| CUOMO                     | ANDREW           | POLICE OFFICER                 | ELEVENTH DISTRICT               | 8/06/2001 22.00    |
| DAREY                     | HERBERT A        | POLICE OFFICER                 | FIFTH DISTRICT                  | 6/07/2001 178.50   |
| DAVIS                     | EMANUEL A        | POLICE OFFICER                 | FIFTH DISTRICT                  | 4/09/2002 389.00   |
| DAVIS                     | LINDA            | POLICE OFFICER                 | FOURTH DISTRICT                 | 12/16/2000 156.00  |
| DAVDREN                   | JAMES P          | POLICE OFFICER                 | NARCOTICS SECTION               | 4/24/2002 214.00   |
| DELBOSQUE                 | STEPHEN M        | POLICE OFFICER                 | TWENTY-SECOND DISTRICT          | 4/10/2002 485.00   |
| DELFAVERO                 | MARC C           | POLICE OFFICER                 | PUBLIC HOUSING UNIT-SOUTH       | 2/01/2002 86.53    |
| DELOADO                   | XAVIER           | POLICE OFFICER                 | SPECIAL OPERATIONS SECTION      | 1/09/2002 8746.00  |
| DEMATO                    | DAVID            | POLICE OFFICER                 | SEVENTH DISTRICT                | 4/02/2002 364.00   |
| DEZONNO                   | DAVID C          | POLICE OFFICER                 | SEVENTEENTH DISTRICT            | 3/24/2002 197.40   |
| DIAZ                      | JOSE A           | POLICE OFFICER                 | EIGHTH DISTRICT                 | 3/29/2001 158.00   |
| DOHERTY                   | RYAN C           | POLICE OFFICER                 | SECOND DISTRICT                 | 8/15/2000 125.00   |
| DOLAN                     | JOHN W           | POLICE OFFICER                 | DETECTIVE DIVISION - AREA 5     | 6/12/2000 455.00   |
| DOMAGALA                  | BERNARD          | POLICE OFFICER                 | UNKNOWN                         | 7/14/1988 305.75   |
| DOVIN                     | GEORGE M         | POLICE OFFICER                 | SECOND DISTRICT                 | 3/27/2001 250.00   |
| DREES                     | BRIAN G          | POLICE OFFICER                 | ELEVENTH DISTRICT               | 4/02/2002 400.00   |
| DUBINSKI                  | JEFF             | POLICE OFFICER                 | TWENTY-THIRD DISTRICT           | 6/08/2001 100.00   |
| ERBACHER                  | KYLE J           | POLICE OFFICER                 | SECOND DISTRICT                 | 4/15/2001 520.27   |

7/31/2002

REPORTS OF COMMITTEES

91271

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED | VOUCHER TOTAL |
|---------------------------|------------------|--------------------------------|--------------|---------------|
| ESPOSITO VINCENT          | POLICE OFFICER   | TWELFTH DISTRICT               | 4/14/2002    | 125.00        |
| EVEN EDWARD               | POLICE OFFICER   | TWENTY-FOURTH DISTRICT         | 4/19/2002    | 221.79        |
| EVERLY RICHARD            | POLICE OFFICER   | SCHOOL PATROL UNIT-ADMINISTRAT | 3/25/2002    | 340.00        |
| FELICIANO EDWARD A        | POLICE OFFICER   | NARCOTICS SECTION              | 4/17/2002    | 715.00        |
| FENNER LOLITA             | POLICE OFFICER   | FIRST DISTRICT                 | 12/28/2001   | 150.00        |
| FIELDS CLINTON B          | POLICE OFFICER   | SEVENTH DISTRICT               | 2/10/2002    | 150.00        |
| FIELDS MICHAEL A          | POLICE OFFICER   | EIGHTEENTH DISTRICT            | 6/06/2001    | 130.97        |
| FINLEY ALLEN V            | POLICE OFFICER   | TWENTY-THIRD DISTRICT          | 4/04/2002    | 180.00        |
| FINOCCHIO ANTHONY D       | POLICE OFFICER   | FOURTEENTH DISTRICT            | 6/13/2001    | 910.00        |
| FIORINO RICHARD           | POLICE OFFICER   | TWENTY-FIFTH DISTRICT          | 4/03/2002    | 325.00        |
| FITZGERALD MICHAEL        | POLICE OFFICER   | FIFTEENTH DISTRICT             | 4/28/2002    | 205.00        |
| FLIS MARK                 | POLICE OFFICER   | TWENTY-FOURTH DISTRICT         | 4/16/2002    | 95.00         |
| FOERSTEL MATTHEW          | POLICE OFFICER   | SIXTEENTH DISTRICT             | 4/09/2002    | 150.00        |
| FORTINO SCOTT             | POLICE OFFICER   | EIGHTEENTH DISTRICT            | 6/03/2001    | 83.41         |
| FOSTER REGINALD E.        | POLICE OFFICER   | NINETEENTH DISTRICT            | 11/13/2001   | 89.00         |
| FOSTER REGINALD E.        | POLICE OFFICER   | NINETEENTH DISTRICT            | 2/25/2002    | 100.00        |
| FOSTER REGINALD E.        | POLICE OFFICER   | FOURTEENTH DISTRICT            | 9/23/1998    | 192.64        |
| FREITAG THOMAS            | POLICE OFFICER   | THIRD DISTRICT                 | 5/05/2001    | 1093.50       |
| GALLEGOS ALVARA           | POLICE OFFICER   | FOURTH DISTRICT                | 1/22/2002    | 10440.00      |
| GALLOZA EDDIE             | POLICE OFFICER   | FIFTEENTH DISTRICT             | 3/28/2002    | 775.90        |
| GAWRISCH KURT             | POLICE OFFICER   | SEVENTH DISTRICT               | 12/01/2001   | 22.00         |
| GEORGE MARK A             | POLICE OFFICER   | SEVENTEENTH DISTRICT           | 4/08/2002    | 439.60        |
| GIULIANI GREG M           | POLICE OFFICER   | TWENTIETH DISTRICT             | 10/02/2000   | 60.00         |
| GLINSKI PATRICK F         | POLICE OFFICER   | FIFTH DISTRICT                 | 3/22/2001    | 170.00        |
| GLUGLA CRYSTAL            | POLICE OFFICER   | THIRTEENTH DISTRICT            | 4/09/2002    | 2611.36       |
| GOLUCKI CRAIG S           | POLICE OFFICER   | FIFTEENTH DISTRICT             | 4/28/2002    | 203.00        |
| GOMEZ REYNALDO            | POLICE OFFICER   | TWENTY-THIRD DISTRICT          | 4/04/2002    | 180.00        |
| GOODWIN TURNER            | POLICE OFFICER   | THIRD DISTRICT                 | 9/09/2001    | 33.00         |
| GOODWIN TURNER            | POLICE OFFICER   | THIRD DISTRICT                 | 3/03/2002    | 24.00         |
| GRANAT JOHN P             | POLICE OFFICER   | SEVENTH DISTRICT               | 3/04/2002    | 150.00        |
| GRANDY KENNETH L          | POLICE OFFICER   | TWENTIETH DISTRICT             | 7/04/2001    | 72.00         |
| GRIFFIN JOHN L            | POLICE OFFICER   | THIRD DISTRICT                 | 4/20/2002    | 1173.37       |
| GRIVETTI WILLIAM L        | POLICE OFFICER   | PUBLIC TRANSPORTATION SECTION  | 1/17/2001    | 229.60        |
| HAESE ALLISON             | POLICE OFFICER   | NINTH DISTRICT                 | 4/26/2002    | 547.20        |
| HAGEN TAMARA              | POLICE OFFICER   | SEVENTEENTH DISTRICT           | 4/15/2002    | 134.00        |
| HALEEM MAHMOUD            | POLICE OFFICER   | EIGHTH DISTRICT                | 7/03/2001    | 468.90        |
| HALSELL NORRIS            | POLICE OFFICER   | PUBLIC HOUSING UNIT-NORTH      | 4/20/2002    | 424.80        |
| HANNA GLORIA              | POLICE OFFICER   | INTERNAL AFFAIRS DIVISION      | 11/06/2001   | 303.31        |
| HANSEN BRIAN J            | POLICE OFFICER   | TWELFTH DISTRICT               | 2/02/2002    | 205.00        |
| HARMON JOSEPH C           | POLICE OFFICER   | ELEVENTH DISTRICT              | 4/10/2002    | 189.70        |
| HARTFORD BRENDAN          | POLICE OFFICER   | SEVENTEENTH DISTRICT           | 6/29/2001    | 379.80        |
| HASENFANG FREDRICK        | POLICE OFFICER   | SEVENTH DISTRICT               | 9/16/2000    | 200.00        |
| HENRY BERNADETTE          | POLICE OFFICER   | SEVENTH DISTRICT               | 2/26/1989    | 286.00        |
| HERNANDEZ MANUEL          | POLICE OFFICER   | RECRUIT TRAINING               | 4/17/2002    | 244.00        |
| HERNANDEZ-REY SERGIO L    | POLICE OFFICER   | TWELFTH DISTRICT               | 4/26/2002    | 1825.55       |
| HERRERA EUGENE S          | POLICE OFFICER   | NINTH DISTRICT                 | 12/23/2000   | 655.00        |
| HERRON-BLAKELY CAROL      | POLICE OFFICER   | EIGHTEENTH DISTRICT            | 6/17/1996    | 835.40        |

91272

JOURNAL--CITY COUNCIL--CHICAGO

7/31/2002

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED                   | VOUCHER TOTAL      |
|---------------------------|------------------|--------------------------------|--------------------------------|--------------------|
| HORNE                     | MICHAEL          | POLICE OFFICER                 | TWENTY-THIRD DISTRICT          | 4/06/2002 155.00   |
| HUAMANI                   | YENE             | POLICE OFFICER                 | THIRTEENTH DISTRICT            | 4/12/2002 1494.55  |
| HUGHES                    | JEFFREY E        | POLICE OFFICER                 | TENTH DISTRICT                 | 4/13/2002 86.53    |
| HUNT                      | DAVID M          | POLICE OFFICER                 | FOURTH DISTRICT                | 4/03/2002 61.00    |
| HUNTER                    | MICHAEL          | POLICE OFFICER                 | PUBLIC HOUSING UNIT-SOUTH      | 3/14/2002 247.00   |
| ISAAC                     | JACQUELIN        | POLICE OFFICER                 | SECOND DISTRICT                | 10/16/2001 37.00   |
| ISAAC                     | JACQUELIN        | POLICE OFFICER                 | SECOND DISTRICT                | 12/17/2001 3246.00 |
| IVORY                     | JERRY L          | POLICE OFFICER                 | SIXTH DISTRICT                 | 4/10/2002 262.00   |
| JACKSON                   | EDWARD L         | POLICE OFFICER                 | ELECTRONICS MAINTENANCE DIVISI | 10/14/1977 290.67  |
| JACKSON                   | TALMITCH         | POLICE OFFICER                 | THIRD DISTRICT                 | 9/10/1994 294.84   |
| JAKS                      | THEODOSIA        | POLICE OFFICER                 | SEVENTEENTH DISTRICT           | 4/12/2001 17.00    |
| JAMISON                   | AVIS R           | POLICE OFFICER                 | RECRUIT TRAINING               | 2/04/2002 150.00   |
| JANECZKO                  | KENNETH          | POLICE OFFICER                 | NINTH DISTRICT                 | 3/05/2002 125.00   |
| JENKINS                   | JOHNNIE B        | POLICE OFFICER                 | FIELD INQUIRY SECTION          | 10/04/2001 1727.00 |
| JENKINS                   | TYRONE           | POLICE OFFICER                 | SCHOOL PATROL UNIT-ADMINISTRAT | 2/20/2002 372.00   |
| JENNINGS                  | EUGENE           | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 10/19/2000 110.23  |
| JOHNSEN                   | DAVID            | POLICE OFFICER                 | SCHOOL PATROL UNIT-ADMINISTRAT | 3/19/2002 157.00   |
| JOHNSON                   | CHARLES A        | POLICE OFFICER                 | EIGHTH DISTRICT                | 4/04/2002 1771.30  |
| JOHNSON-SHELBY            | ESTELLA          | POLICE OFFICER                 | SIXTH DISTRICT                 | 8/25/1997 438.20   |
| JONES                     | GLORIA           | POLICE OFFICER                 | SEVENTH DISTRICT               | 11/18/2001 178.00  |
| JONES                     | ROLAND J         | POLICE OFFICER                 | SPECIAL OPERATIONS SECTION     | 9/05/2001 79.00    |
| JONES                     | ROY              | POLICE OFFICER                 | TWENTY-THIRD DISTRICT          | 4/10/2002 155.00   |
| JUST                      | JAMES J          | POLICE OFFICER                 | AIRPORT LAW ENFORCEMENT NORTH  | 10/02/2001 61.00   |
| KANE-FIGUEROA             | PATRICIA E       | POLICE OFFICER                 | SEVENTH DISTRICT               | 7/11/1999 594.41   |
| KEEFE                     | KEVIN            | POLICE OFFICER                 | PUBLIC HOUSING UNIT-NORTH      | 4/28/2002 637.91   |
| KELLY                     | ROBERT           | POLICE OFFICER                 | TWENTY-SECOND DISTRICT         | 9/05/1998 136.00   |
| KENNEALY                  | JAMES T          | POLICE OFFICER                 | TRAFFIC SECTION - ENFORCEMENT  | 4/16/2002 296.20   |
| KENNEDY                   | EDWARD J         | POLICE OFFICER                 | THIRTEENTH DISTRICT            | 4/12/2002 2084.10  |
| KHAN                      | FAIZULLAH        | POLICE OFFICER                 | TWENTY-THIRD DISTRICT          | 4/06/2002 305.73   |
| KITOWSKI                  | NICHOLAS         | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 4/24/2002 299.39   |
| KIZZIAH                   | AARON L          | POLICE OFFICER                 | TWENTY-THIRD DISTRICT          | 4/04/2002 77.57    |
| KNEZEVICH                 | JOHN             | POLICE OFFICER                 | FOURTH DISTRICT                | 12/10/2001 2973.25 |
| KOCANDA                   | CHARLES M        | POLICE OFFICER                 | SIXTH DISTRICT                 | 4/30/2002 416.60   |
| KOLMAN                    | THOMAS           | POLICE OFFICER                 | TWENTY-FOURTH DISTRICT         | 8/14/2001 26.40    |
| KOPSKY                    | CHRISTINE A      | POLICE OFFICER                 | TWELFTH DISTRICT               | 5/04/1993 390.00   |
| KOSIEWICZ                 | DAVID            | POLICE OFFICER                 | EIGHTH DISTRICT                | 4/16/2002 239.87   |
| KOUZOUKAS                 | MARIA S          | POLICE OFFICER                 | TWENTY-THIRD DISTRICT          | 9/27/2000 960.50   |
| KOUZOUKAS                 | MARIA S          | POLICE OFFICER                 | TWENTY-THIRD DISTRICT          | 3/21/2001 66.00    |
| KROB                      | THOMAS J         | POLICE OFFICER                 | SEVENTH DISTRICT               | 3/20/2002 150.00   |
| KROB                      | THOMAS J         | POLICE OFFICER                 | SEVENTH DISTRICT               | 4/05/2002 382.63   |
| KUEHLMAN                  | MICHAEL          | POLICE OFFICER                 | TWENTIETH DISTRICT             | 1/10/2001 4764.56  |
| KUJAWA                    | CAROLYN          | POLICE OFFICER                 | TWENTY-THIRD DISTRICT          | 12/03/1999 787.25  |
| KURANISHI                 | MARK             | POLICE OFFICER                 | SEVENTEENTH DISTRICT           | 4/23/2002 578.20   |
| KURTZ                     | JOHN B           | POLICE OFFICER                 | TWENTY-FIFTH DISTRICT          | 4/30/2002 87.60    |
| LADOW                     | DOROTHY          | POLICE OFFICER                 | TWENTIETH DISTRICT             | 3/31/2000 1236.50  |
| LAPPE                     | MICHAEL          | POLICE OFFICER                 | SIXTEENTH DISTRICT             | 4/23/1988 862.37   |
| LASCOLA                   | SUSAN L          | POLICE OFFICER                 | SIXTH DISTRICT                 | 10/03/1999 111.00  |
| LEBENSORGER               | FRED J           | POLICE OFFICER                 | TWELFTH DISTRICT               | 4/21/2001 135.68   |
| LEE                       | ELISE F          | POLICE OFFICER                 | FOURTEENTH DISTRICT            | 3/02/2002 189.00   |

7/31/2002

REPORTS OF COMMITTEES

91273

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED | VOUCHER TOTAL |
|---------------------------|------------------|--------------------------------|--------------|---------------|
| LEWIS ANTHONY D           | POLICE OFFICER   | FOURTH DISTRICT                | 8/04/2001    | 227.00        |
| LEWIS DONNA L             | POLICE OFFICER   | THIRD DISTRICT                 | 3/17/2001    | 716.00        |
| LINDSTROM BRIAN J         | POLICE OFFICER   | NINTH DISTRICT                 | 2/07/2002    | 30.00         |
| LIZCAND-ENRIQUE HENRY     | POLICE OFFICER   | FOURTH DISTRICT                | 4/01/2002    | 1451.00       |
| LUTZOW BRIAN H            | POLICE OFFICER   | DETECTIVE DIVISION - AREA 1    | 2/21/2002    | 11023.75      |
| MALUCHNIK VICTORIA J      | POLICE OFFICER   | THIRTEENTH DISTRICT            | 3/11/2001    | 201.80        |
| MARAS EDWARD B            | POLICE OFFICER   | FOURTH DISTRICT                | 4/04/2002    | 1662.20       |
| MARAS MICHELLE M          | POLICE OFFICER   | SEVENTH DISTRICT               | 12/22/2001   | 150.00        |
| MARIANO PABLO             | POLICE OFFICER   | SECOND DISTRICT                | 3/28/2002    | 277.20        |
| MARKOVICH NENAD N         | POLICE OFFICER   | TWENTY-THIRD DISTRICT          | 4/18/2002    | 1493.35       |
| MARSHALL MELANIE          | POLICE OFFICER   | TRAINING DIVISION              | 10/24/2000   | 430.00        |
| MARTIN ANTHONY            | POLICE OFFICER   | SEVENTEENTH DISTRICT           | 11/09/2001   | 182.00        |
| MARTIN JERRY              | POLICE OFFICER   | TWENTY-FOURTH DISTRICT         | 4/24/2002    | 272.00        |
| MARTINEZ THOMAS           | POLICE OFFICER   | TWENTIETH DISTRICT             | 4/06/2002    | 1245.65       |
| MASHEIMER PETER           | POLICE OFFICER   | TWENTY-FIFTH DISTRICT          | 6/24/2001    | 379.00        |
| MCCLAY DARRELL            | POLICE OFFICER   | SCHOOL PATROL UNIT-ADMINISTRAT | 1/16/2002    | 2421.25       |
| MCCULLAR DARRIN S         | POLICE OFFICER   | PUBLIC HOUSING UNIT-NORTH      | 4/13/2001    | 2609.89       |
| MCDERMOTT ANN M           | POLICE OFFICER   | TWENTY-FOURTH DISTRICT         | 4/13/2002    | 481.92        |
| MCDERMOTT DOUGLAS         | POLICE OFFICER   | RECRUIT TRAINING               | 4/12/2002    | 354.77        |
| MCGANN THOMAS S           | POLICE OFFICER   | TWENTY-THIRD DISTRICT          | 4/04/2002    | 77.57         |
| MCNAMARA MICHAEL L        | POLICE OFFICER   | OPERATIONAL SERVICES           | 10/10/2001   | 729.00        |
| MOHAMMAD HAYTHAM          | POLICE OFFICER   | SEVENTH DISTRICT               | 4/02/2002    | 1048.60       |
| MOORE-POWELL CENTERIA     | POLICE OFFICER   | THIRD DISTRICT                 | 4/09/2002    | 1542.00       |
| MORANDI KELLY             | POLICE OFFICER   | FOURTH DISTRICT                | 3/20/2002    | 525.50        |
| MORRIS EDWARD L           | POLICE OFFICER   | THIRD DISTRICT                 | 10/07/2001   | 153.00        |
| MULLEN JAMES              | POLICE OFFICER   | TWENTY-FOURTH DISTRICT         | 10/16/1996   | 65468.33      |
| MULLEN WILLIAM            | POLICE OFFICER   | FOURTH DISTRICT                | 4/14/2002    | 416.50        |
| MULLER DALE T             | POLICE OFFICER   | SIXTEENTH DISTRICT             | 11/06/1998   | 70.00         |
| MURPHY JOHNNY             | POLICE OFFICER   | TWENTY-SECOND DISTRICT         | 3/20/2002    | 150.00        |
| MURPHY WILLIAM R          | POLICE OFFICER   | SEVENTH DISTRICT               | 3/25/2002    | 239.00        |
| MURRAY JOHN M             | POLICE OFFICER   | YOUTH DIVISION AREA THREE      | 1/17/2002    | 41.00         |
| MURZYN MICHAEL J          | POLICE OFFICER   | EIGHTH DISTRICT                | 6/25/2000    | 91.00         |
| NALLEN MICHAEL            | POLICE OFFICER   | TWELFTH DISTRICT               | 11/01/2000   | 80.00         |
| NASZKE SIGMUND            | POLICE OFFICER   | FIFTEENTH DISTRICT             | 10/10/2001   | 230.00        |
| NASZKE SIGMUND            | POLICE OFFICER   | FIFTEENTH DISTRICT             | 12/18/2001   | 429.18        |
| NASZKE SIGMUND            | POLICE OFFICER   | FIFTEENTH DISTRICT             | 1/30/2002    | 257.00        |
| NEGRON IRWIN              | POLICE OFFICER   | NINETEENTH DISTRICT            | 11/09/2001   | 932.00        |
| NESIEWICZ JOSEPH          | POLICE OFFICER   | EIGHTH DISTRICT                | 4/22/2002    | 199.50        |
| NIGRO RICK J              | POLICE OFFICER   | FIFTEENTH DISTRICT             | 4/06/2002    | 675.75        |
| NORBERG THOMAS J          | POLICE OFFICER   | SEVENTEENTH DISTRICT           | 2/24/2001    | 97.20         |
| NORBERG THOMAS J          | POLICE OFFICER   | SEVENTEENTH DISTRICT           | 8/16/2001    | 379.00        |
| NOWACZYK DALE R           | POLICE OFFICER   | TWENTY-SECOND DISTRICT         | 11/21/2001   | 2816.28       |
| NOWAK PHILLIP             | POLICE OFFICER   | TWENTY-SECOND DISTRICT         | 10/29/1987   | 724.50        |
| NOWAKOWSKI AUDREY P       | POLICE OFFICER   | STAFF SERVICES - ADMINISTRATIO | 11/14/2001   | 1281.32       |
| NUNEZ JESUS A             | POLICE OFFICER   | TENTH DISTRICT                 | 4/10/2002    | 339.10        |
| NUNEZ MICHAEL E           | POLICE OFFICER   | NARCOTICS SECTION              | 12/12/2001   | 37.00         |
| OCAMPO ADAM               | POLICE OFFICER   | ELEVENTH DISTRICT              | 4/22/2002    | 2343.36       |
| ODONNELL SUSAN M          | POLICE OFFICER   | NARCOTICS SECTION              | 11/10/1999   | 232.00        |
| OGRADY MICHAEL F          | POLICE OFFICER   | TWENTY-FIFTH DISTRICT          | 2/24/2002    | 9318.25       |

91274

JOURNAL--CITY COUNCIL--CHICAGO

7/31/2002

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED                   | VOUCHER TOTAL      |
|---------------------------|------------------|--------------------------------|--------------------------------|--------------------|
| QJEDA                     | JULIO C          | POLICE OFFICER                 | FOURTH DISTRICT                | 10/20/2001 1185.90 |
| OSWALD                    | MICHAEL J        | POLICE OFFICER                 | TWELFTH DISTRICT               | 8/11/1999 129.32   |
| PAMBUKU                   | BENNY            | POLICE OFFICER                 | TWENTIETH DISTRICT             | 12/10/2001 44.00   |
| PAPAIODANNOU              | CHRIS            | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 4/16/2002 661.06   |
| PARKER                    | DAVID J          | POLICE OFFICER                 | TWENTY-SECOND DISTRICT         | 5/23/2001 3460.00  |
| PARR                      | SAMMIE           | POLICE OFFICER                 | SECOND DISTRICT                | 4/21/2002 846.00   |
| PASZOWSKI                 | THOMAS A         | POLICE OFFICER                 | EIGHTH DISTRICT                | 6/06/1997 4072.50  |
| PECAK                     | JOSEPH           | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 5/08/1999 37.00    |
| PERUSICH                  | JAMES M          | POLICE OFFICER                 | EIGHTH DISTRICT                | 1/11/2002 11053.00 |
| PERUSICH-GROELLER         | CONSTANCE M      | POLICE OFFICER                 | YOUTH DIVISION AREA THREE      | 4/21/1989 260.00   |
| PINA                      | RICHARD C        | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 9/09/2001 290.00   |
| PLACHNO                   | TRACEY L         | POLICE OFFICER                 | TWENTIETH DISTRICT             | 4/07/2002 1997.00  |
| PLAZA                     | DANIEL           | POLICE OFFICER                 | SIXTEENTH DISTRICT             | 4/04/2002 429.60   |
| PLEWA                     | SLAWOMIR         | POLICE OFFICER                 | RECRUIT TRAINING               | 2/15/2002 1623.00  |
| POLAN                     | MELINDA          | POLICE OFFICER                 | ELEVENTH DISTRICT              | 4/05/2002 360.00   |
| PORTIES                   | TYRONE           | POLICE OFFICER                 | THIRD DISTRICT                 | 4/19/2002 618.40   |
| PUPPAF                    | JOSEPH E         | POLICE OFFICER                 | EIGHTH DISTRICT                | 1/30/2000 59.00    |
| RAMOS                     | FLORENCE         | POLICE OFFICER                 | TWELFTH DISTRICT               | 3/27/2002 4010.90  |
| RAMOS                     | YASIR C          | POLICE OFFICER                 | RECRUIT TRAINING               | 2/22/2002 3618.17  |
| RAY                       | CLAUSELL         | POLICE OFFICER                 | TWENTY-SECOND DISTRICT         | 4/09/2002 338.86   |
| REBECCHI                  | MARK E           | POLICE OFFICER                 | RECRUIT TRAINING               | 9/10/2001 304.00   |
| REEVES                    | ALOYSIUS J       | POLICE OFFICER                 | SEVENTH DISTRICT               | 2/04/2002 61.00    |
| RELLINGER                 | SHAWN A          | POLICE OFFICER                 | ELEVENTH DISTRICT              | 4/01/2002 481.80   |
| RESCHKE                   | DANIEL A         | POLICE OFFICER                 | RECRUIT TRAINING               | 4/05/2002 385.11   |
| REWERS                    | RONALD P         | POLICE OFFICER                 | NINETEENTH DISTRICT            | 4/07/2002 415.10   |
| REYES                     | CARMELO          | POLICE OFFICER                 | TWELFTH DISTRICT               | 2/11/2002 1753.35  |
| RICHARDS                  | WARREN           | POLICE OFFICER                 | AIRPORT LAW ENFORCEMENT SOUTH  | 7/24/2001 210.00   |
| RICHARDSON                | JUANITA          | POLICE OFFICER                 | TWENTIETH DISTRICT             | 8/29/2000 950.00   |
| RIEGLER                   | PATRICIA         | POLICE OFFICER                 | NINETEENTH DISTRICT            | 2/03/2001 33.00    |
| RIVERA                    | BRIAN            | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 4/04/2002 116.09   |
| ROBERISON                 | GWENDA           | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 12/03/2000 61.00   |
| ROBERTS                   | DAVID W          | POLICE OFFICER                 | TWENTY-FIFTH DISTRICT          | 7/20/2001 525.00   |
| ROBINSON                  | JUAN             | POLICE OFFICER                 | EIGHTH DISTRICT                | 12/19/2000 866.00  |
| ROCCO-PIGNATO             | LISA             | POLICE OFFICER                 | NINTH DISTRICT                 | 9/18/2000 642.00   |
| RODRIGUEZ                 | BRIAN            | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 4/03/2002 261.00   |
| RODRIGUEZ                 | RAFAEL           | POLICE OFFICER                 | SEVENTH DISTRICT               | 5/17/2000 207.98   |
| RODRIGUEZ                 | VENUS            | POLICE OFFICER                 | SEVENTH DISTRICT               | 4/02/2002 81.20    |
| ROMANO                    | KERRY            | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 10/11/2000 474.92  |
| ROSALES                   | DANIEL           | POLICE OFFICER                 | TENTH DISTRICT                 | 10/18/2001 383.00  |
| ROSEMAN                   | DANNY L          | POLICE OFFICER                 | SCHOOL PATROL UNIT-ADMINISTRAT | 2/22/2001 1365.00  |
| ROSS                      | ROBERT           | POLICE OFFICER                 | DETECTIVE DIVISION - AREA 5    | 12/11/2001 207.60  |
| ROSS JR                   | PRESTON          | POLICE OFFICER                 | FIFTH DISTRICT                 | 5/23/2001 176.00   |
| RUSBELL                   | MICHAEL          | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 8/14/1999 151.00   |
| RYAN                      | JAMES R          | POLICE OFFICER                 | TWENTY-SECOND DISTRICT         | 12/08/2001 286.50  |
| RYAN                      | RUSSELL          | POLICE OFFICER                 | AIRPORT LAW ENFORCEMENT SOUTH  | 2/24/2001 3781.14  |
| RYCRAW                    | CHERYL L         | POLICE OFFICER                 | SIXTH DISTRICT                 | 4/27/1995 546.00   |
| RZEZINSKI                 | ARTHUR W         | POLICE OFFICER                 | FOURTEENTH DISTRICT            | 1/11/2001 131.95   |
| SALYERS                   | JOHN C           | POLICE OFFICER                 | TWENTIETH DISTRICT             | 8/16/1991 3623.76  |
| SALYERS                   | JOHN C           | POLICE OFFICER                 | TWENTIETH DISTRICT             | 12/16/1999 1733.00 |

7/31/2002

REPORTS OF COMMITTEES

91275



## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED | VOUCHER TOTAL |
|---------------------------|------------------|--------------------------------|--------------|---------------|
| ZELITZKY ADAM             | POLICE OFFICER   | ELEVENTH DISTRICT              | 11/10/2001   | 388.00        |
| ABREU VICTOR              | FIREFIGHTER      | ENGINE COMPANY 7               | 4/04/2002    | 1233.00       |
| AGUIRRE JESSE             | ENGINEER         | ENGINE COMPANY 39              | 11/17/2001   | 25.00         |
| ALLEN ANDRE               | FIREFIGHTER      | TRUCK 33                       | 3/21/2002    | 1404.56       |
| AMBROSE CHRISTOPHER M     | PARAMEDIC        | AMBULANCE 36                   | 5/13/2001    | 613.00        |
| ANDERSON JEROLD           | CAPTAIN          | UNKNOWN                        | 3/21/2001    | 2208.02       |
| ANDERSON TODD             | PARAMEDIC        | UNKNOWN                        | 2/25/1998    | 1080.30       |
| ARANDA ARTHUR             | FIREFIGHTER      | TRUCK 11                       | 12/26/2001   | 251.60        |
| ASENCIO RITA              | PARAMEDIC        | AMBULANCE 17                   | 4/20/2001    | 795.00        |
| BAILEY THOMAS             | FIREFIGHTER      | ENGINE COMPANY 29              | 3/08/2002    | 441.00        |
| BARABASZ GREGORY          | PARAMEDIC        | ENGINE COMPANY 102             | 2/11/2001    | 2348.00       |
| BARRIENTOS PETER          | PARAMEDIC        | AMBULANCE 13                   | 4/24/2002    | 524.05        |
| BATKA BRADLEY A           | FIREFIGHTER      | ENGINE COMPANY 54              | 1/14/2001    | 3636.20       |
| BECKLEY SHELBY            | FIREFIGHTER      | ENGINE COMPANY 43              | 6/25/2000    | 285.00        |
| BIXTER DENNIS             | PARAMEDIC        | AMBULANCE 22                   | 1/25/2002    | 8122.00       |
| BLISS CHARLES             | LIEUTENANT       | DISTRICT RELIEF 2              | 1/30/2002    | 410.00        |
| BOWIE MORRIS              | LIEUTENANT       | ENGINE COMPANY 4               | 6/12/2002    | 3270.80       |
| BROGAN JOHN M             | PARAMEDIC        | AMBULANCE 19                   | 3/20/2002    | 2129.43       |
| BROWN LARRY               | LIEUTENANT       | ENGINE COMPANY 104             | 2/27/2002    | 150.00        |
| BUGAJ-MOELLER DEBRA       | PARAMEDIC        | UNKNOWN                        | 6/05/2001    | 1446.00       |
| BURKE THOMAS              | FIREFIGHTER      | TRUCK 43                       | 2/05/2002    | 1105.00       |
| CASAS GEORGE              | FIREFIGHTER      | TRUCK 17                       | 3/10/2002    | 98.00         |
| CHANEY ARCHIE             | FIREFIGHTER      | ENGINE COMPANY 75              | 11/14/2001   | 443.31        |
| CLARK MICHAEL             | PARAMEDIC        | AMBULANCE 10                   | 3/19/2002    | 908.34        |
| CLIFFORD MICHAEL          | FIREFIGHTER      | TRUCK 21                       | 4/26/2000    | 1314.00       |
| COLE CHRISTOP D           | FIREFIGHTER      | ENGINE COMPANY 19              | 5/15/2002    | 4039.10       |
| COLLINS JOHN              | CAPTAIN          | SQUAD 1                        | 3/19/2002    | 8539.01       |
| COLWELL THOMAS            | PARAMEDIC        | ENGINE COMPANY 46              | 11/24/2000   | 218.00        |
| COUGHLAN JOHN             | PARAMEDIC        | AMBULANCE 8                    | 2/02/2002    | 114.00        |
| COX LEO J                 | CAPTAIN          | BATTALION 9                    | 12/06/2001   | 556.00        |
| CROSSIN FRANCIS           | ENGINEER         | ENGINE COMPANY 5               | 2/11/2002    | 776.00        |
| CROWLEY WILLIAM B         | CAPTAIN          | TRUCK 35                       | 2/08/2002    | 33.00         |
| DANIELAK JOSEPH           | PARAMEDIC        | UNKNOWN                        | 12/17/2001   | 13111.06      |
| DELEON RAUL               | FIREFIGHTER      | TRUCK 10                       | 8/24/2000    | 108.48        |
| DENNEHY HUGH P            | FIREFIGHTER      | ENGINE COMPANY 84              | 11/17/2001   | 1546.30       |
| DERTZ WAYNE               | LIEUTENANT       | ENGINE COMPANY 54              | 11/02/2001   | 395.00        |
| DEWITT WILLIAM            | FIREFIGHTER      | ENGINE COMPANY 92              | 4/28/2001    | 641.60        |
| DIETZ STEVEN              | FIREFIGHTER      | ENGINE COMPANY 7               | 2/20/2002    | 247.20        |
| DILORETO ANTHONY          | FIREFIGHTER      | ENGINE COMPANY 18              | 4/06/1999    | 125.00        |
| DURKIN JOHN L             | PARAMEDIC        | AMBULANCE 12                   | 4/27/2002    | 511.80        |
| EDINBURG GREGORY          | LIEUTENANT       | DISTRICT RELIEF 1              | 4/02/2002    | 14.00         |
| EDWARDS TIM               | FIREFIGHTER      | TRUCK 60                       | 9/03/2001    | 400.00        |
| ELLIS DANIEL              | FIREFIGHTER      | ENGINE COMPANY 8               | 3/09/2002    | 14.00         |
| ENGEL DAVID               | ENGINEER         | DISTRICT RELIEF 1              | 3/04/2002    | 2122.00       |
| ENHENDER-SLOAN SHARI      | PARAMEDIC        | AMBULANCE 32                   | 7/23/2001    | 63.70         |
| EVENSON LEEANNE           | FIREFIGHTER      | ENGINE COMPANY 72              | 2/24/2002    | 277.00        |
| FERNANDEZ ROBERT          | ENGINEER         | BATTALION 12                   | 1/18/2002    | 720.00        |
| FITZMAURICE PATRICK       | PARAMEDIC        | AMBULANCE 16                   | 3/30/2002    | 1737.00       |
| FITZMAURICE PATRICK       | PARAMEDIC        | AMBULANCE 16                   | 2/14/2002    | 288.60        |

91276

JOURNAL--CITY COUNCIL--CHICAGO

7/31/2002

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED                  | VOUCHER TOTAL      |
|---------------------------|------------------|--------------------------------|-------------------------------|--------------------|
| SANCHEZ                   | GEORGE J         | POLICE OFFICER                 | ELEVENTH DISTRICT             | 8/25/2001 1279.15  |
| SANCHEZ                   | GEORGE J         | POLICE OFFICER                 | ELEVENTH DISTRICT             | 1/29/2002 1329.40  |
| SANDERS                   | JOSEPH L         | POLICE OFFICER                 | RECRUIT TRAINING              | 3/12/2001 30.00    |
| SANDOVAL                  | VICTOR M         | POLICE OFFICER                 | TENTH DISTRICT                | 10/04/2001 78.00   |
| SEVERINO                  | MARK A           | POLICE OFFICER                 | SIXTEENTH DISTRICT            | 9/04/2000 1000.00  |
| SHEMASH                   | MICHAEL          | POLICE OFFICER                 | EIGHTH DISTRICT               | 9/08/2001 1404.42  |
| SHIRAHAMA                 | GLEN             | POLICE OFFICER                 | PUBLIC HOUSING UNIT-SOUTH     | 8/26/2001 172.00   |
| SHIRAHAMA                 | GLEN             | POLICE OFFICER                 | SEVENTH DISTRICT              | 12/26/1998 147.00  |
| SHOSHI                    | LEONARD M        | POLICE OFFICER                 | TENTH DISTRICT                | 8/03/2001 94.00    |
| SHULTZ                    | ROBERT M         | POLICE OFFICER                 | EIGHTH DISTRICT               | 7/05/2001 174.93   |
| SIMPSON                   | MARK C           | POLICE OFFICER                 | TWENTY-FOURTH DISTRICT        | 12/30/2001 141.00  |
| SMITH                     | DONALD C         | POLICE OFFICER                 | FIFTEENTH DISTRICT            | 4/28/2001 236.00   |
| SMITH-HOLMES              | NECOLE           | POLICE OFFICER                 | FOURTH DISTRICT               | 2/26/2001 4307.60  |
| SNYDER                    | FREDERICK        | POLICE OFFICER                 | NARCOTICS SECTION             | 5/10/2001 286.59   |
| SPENCER                   | NICK P           | POLICE OFFICER                 | TWENTY-THIRD DISTRICT         | 2/26/2001 185.00   |
| STACK                     | THOMAS P         | POLICE OFFICER                 | FIFTEENTH DISTRICT            | 4/01/2002 69.00    |
| STEHLIK                   | SCOTT E          | POLICE OFFICER                 | PUBLIC TRANSPORTATION SECTION | 9/24/2001 51.18    |
| STEPNEY                   | DAVID B          | POLICE OFFICER                 | SEVENTH DISTRICT              | 2/18/2002 150.00   |
| SULLIVAN                  | DANIEL J         | POLICE OFFICER                 | PUBLIC TRANSPORTATION SECTION | 9/06/2000 75.00    |
| TAYLOR                    | FREDERICK        | POLICE OFFICER                 | THIRD DISTRICT                | 3/29/2002 294.50   |
| TERESI                    | MARTIN J         | POLICE OFFICER                 | TWENTY-SECOND DISTRICT        | 8/08/2001 352.80   |
| THIBAUT-BLACK             | PATRICIA A       | POLICE OFFICER                 | SIXTH DISTRICT                | 8/05/2001 5685.03  |
| THOMAS                    | BILOS M          | POLICE OFFICER                 | SIXTEENTH DISTRICT            | 11/22/2001 673.50  |
| TOMASIA                   | RONALD           | POLICE OFFICER                 | ELEVENTH DISTRICT             | 8/20/2001 119.48   |
| TOPCZEWSKI                | BRYAN T          | POLICE OFFICER                 | EIGHTEENTH DISTRICT           | 2/28/2000 252.00   |
| TOUHY                     | MARTIN C         | POLICE OFFICER                 | TWENTY-FOURTH DISTRICT        | 2/02/2002 150.00   |
| TOWNSEND                  | JOSEPH I         | POLICE OFFICER                 | PUBLIC TRANSPORTATION SECTION | 9/11/2001 170.00   |
| TRAAN                     | GUAM V           | POLICE OFFICER                 | FIRST DISTRICT                | 9/07/2001 38.00    |
| TRENDLE                   | CHUCK A          | POLICE OFFICER                 | EIGHTH DISTRICT               | 4/19/2002 4173.00  |
| VALENZUELA                | OSCAR            | POLICE OFFICER                 | FIFTEENTH DISTRICT            | 10/22/2001 324.50  |
| VANVEGTEN                 | ANDRE H          | POLICE OFFICER                 | EIGHTH DISTRICT               | 1/08/1997 2542.71  |
| VINCENT                   | MAUREEN L        | POLICE OFFICER                 | SPECIAL OPERATIONS SECTION    | 2/24/2002 3077.00  |
| WALKER                    | CLAY T           | POLICE OFFICER                 | FOURTEENTH DISTRICT           | 7/04/2001 10319.32 |
| WALKER                    | STACEY           | POLICE OFFICER                 | THIRD DISTRICT                | 2/05/2001 461.00   |
| WARD                      | MICHAEL          | POLICE OFFICER                 | SIXTH DISTRICT                | 2/09/1994 622.00   |
| WARNKE                    | JOSEPH P         | POLICE OFFICER                 | EIGHTEENTH DISTRICT           | 4/06/2002 186.00   |
| WATERS                    | MILTON           | POLICE OFFICER                 | FIFTH DISTRICT                | 8/13/1999 398.25   |
| WESSEL                    | KENNETH L        | POLICE OFFICER                 | SIXTH DISTRICT                | 2/05/2002 454.11   |
| WESTON                    | ROBERT A.        | POLICE OFFICER                 | EIGHTEENTH DISTRICT           | 10/23/2000 846.00  |
| WHITE                     | PETER G          | POLICE OFFICER                 | FIFTEENTH DISTRICT            | 1/02/2002 153.83   |
| WHITESIDE                 | PERRY            | POLICE OFFICER                 | SEVENTH DISTRICT              | 8/03/1999 69.30    |
| WILLIAMS                  | LEE A            | POLICE OFFICER                 | FOURTH DISTRICT               | 2/04/1991 1123.00  |
| WILLIAMS                  | SILK L           | POLICE OFFICER                 | FOURTH DISTRICT               | 9/06/2001 32.00    |
| WILLIAMS                  | SILK L           | POLICE OFFICER                 | FOURTH DISTRICT               | 1/23/2002 167.00   |
| WOODS                     | ANDRE A          | POLICE OFFICER                 | THIRD DISTRICT                | 12/08/2001 599.00  |
| YANCEY-HAYWOOD            | TRACEY M         | POLICE OFFICER                 | THIRD DISTRICT                | 4/18/2000 1187.60  |
| YANCEY-HAYWOOD            | TRACEY M         | POLICE OFFICER                 | THIRD DISTRICT                | 5/20/2001 2364.80  |
| YTSEN                     | MICHAEL D        | POLICE OFFICER                 | TENTH DISTRICT                | 7/18/1999 172.60   |
| ZAWIS                     | RANDALL W        | POLICE OFFICER                 | EIGHTEENTH DISTRICT           | 11/16/2000 3084.75 |

7/31/2002

REPORTS OF COMMITTEES

91277

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## REGULAR ORDERS

| ***** EMPLOYEE NAME *****    | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED | VOUCHER TOTAL |
|------------------------------|------------------|--------------------------------|--------------|---------------|
| FLEISCHHACKER TOM            | FIREFIGHTER      | ENGINE COMPANY 113             | 12/24/2001   | 2654.23       |
| FLOWERS KIRKLAND             | FIREFIGHTER      | ENGINE COMPANY 16              | 5/01/2002    | 140.00        |
| FLYNN LARRY                  | PARAMEDIC        | SQUAD 4                        | 5/30/2002    | 343.97        |
| FOSTER MELVON L              | FIREFIGHTER      | TRUCK 41                       | 8/29/2001    | 150.00        |
| FRIEDMAN JON                 | PARAMEDIC        | AMBULANCE 46                   | 2/13/2002    | 229.60        |
| GALVEZ JUAN                  | PARAMEDIC        | AMBULANCE 44                   | 3/30/2002    | 1833.51       |
| GIBBONS TIM                  | CAPTAIN          | TRUCK 22                       | 1/19/2002    | 108.00        |
| GILHOOLY BRIAN               | LIEUTENANT       | ENGINE COMPANY 126             | 1/25/2002    | 291.00        |
| GILLEN MATTHEW               | FIREFIGHTER      | TRUCK 17                       | 4/25/2002    | 396.11        |
| GONZALEZ ROBERT              | FIREFIGHTER      | TRUCK 3                        | 11/26/2001   | 875.00        |
| GORDON GARY                  | FIREFIGHTER      | ENGINE COMPANY 22              | 11/27/1999   | 1097.60       |
| GRABOWSKI STEVE              | PARAMEDIC        | AMBULANCE 8                    | 4/17/2002    | 7313.46       |
| GRAND KEVIN                  | PARAMEDIC        | AMBULANCE 47                   | 3/23/2002    | 204.40        |
| GRAVES WILLIAM               | LIEUTENANT       | TRUCK 29                       | 4/16/2001    | 2075.30       |
| GRAY MAURICE                 | FIREFIGHTER      | ENGINE COMPANY 1/42            | 11/09/2000   | 222.00        |
| GROTH PHILIP M               | FIREFIGHTER      | ENGINE COMPANY 125             | 3/24/2002    | 457.40        |
| GUINAZZO RONALD P            | FIREFIGHTER      | UNKNOWN                        | 8/30/2001    | 2464.74       |
| GUNIA MICHAEL                | FIREFIGHTER      | ENGINE COMPANY 68              | 9/27/2000    | 150.00        |
| GUTILLO KIMBERLY M           | FIREFIGHTER      | TRUCK 52                       | 4/14/2002    | 72.80         |
| HANNON-KOCHNIARCZYK MICHELLE | FIREFIGHTER      | ENGINE COMPANY 127             | 3/07/2002    | 4844.00       |
| HARDY DUNAS                  | FIREFIGHTER      | UNKNOWN                        | 6/22/2001    | 14331.97      |
| HAYNES PATRICK               | FIREFIGHTER      | TRUCK 7                        | 11/12/1999   | 302.30        |
| HENNEMAN PAUL                | FIREFIGHTER      | ENGINE COMPANY 49              | 6/16/2001    | 3268.35       |
| HERNANDEZ DANIEL C           | FIREFIGHTER      | SQUAD 2                        | 7/10/2001    | 495.60        |
| HETLAND WILLIAM              | FIREFIGHTER      | ENGINE COMPANY 70              | 8/16/2001    | 396.00        |
| HILL MICHAEL                 | LIEUTENANT       | ENGINE COMPANY 50              | 8/01/2000    | 37.80         |
| HOGAN JANICE                 | FIREFIGHTER      | TRUCK 57                       | 1/07/2002    | 1550.76       |
| HORN CHERYL                  | PARAMEDIC        | UNKNOWN                        | 4/12/2002    | 325.33        |
| HORNER AUDRA                 | PARAMEDIC        | AMBULANCE 34                   | 12/14/2001   | 596.25        |
| HOSEK BENEDICT J             | FIREFIGHTER      | ENGINE COMPANY 22              | 4/14/2002    | 255.32        |
| HUGHES JAMES                 | FIREFIGHTER      | ENGINE COMPANY 50              | 1/08/2001    | 697.00        |
| HUTTON MITCHELL              | FIREFIGHTER      | ENGINE COMPANY 7               | 4/30/2002    | 384.20        |
| IBATA CHRISTOPHER            | PARAMEDIC        | AMBULANCE 45                   | 2/24/2002    | 5587.66       |
| JACKSON CHARLES              | PARAMEDIC        | AMBULANCE 46                   | 12/14/2001   | 456.00        |
| JACKSON THERESA              | PARAMEDIC        | UNKNOWN                        | 10/10/2001   | 4081.69       |
| JACOBSON JAMES               | FIREFIGHTER      | ENGINE COMPANY 97              | 3/18/2002    | 312.38        |
| JANTZ EDMUND                 | LIEUTENANT       | TRUCK 4                        | 1/13/2002    | 697.28        |
| JEZIOR MICHAEL J             | PARAMEDIC        | AMBULANCE 29                   | 10/20/2001   | 507.60        |
| JEZIOR MICHAEL J             | PARAMEDIC        | AMBULANCE 29                   | 3/10/2002    | 170.06        |
| JOHNSON CHARLES E            | CAPTAIN          | BATTALION 20                   | 2/14/2002    | 15.00         |
| JOHNSON DORIAN               | FIREFIGHTER      | ENGINE COMPANY 26              | 11/16/2000   | 174.00        |
| JOHNSON PAUL                 | FIREFIGHTER      | TRUCK 23                       | 10/13/2001   | 515.00        |
| JORGENSEN PHILLIP            | ENGINEER         | ENGINE COMPANY 118             | 1/19/2002    | 545.00        |
| KANE LAWRENCE                | FIREFIGHTER      | DISTRICT RELIEF 5              | 5/23/2002    | 8161.37       |
| KENNEY-PEREZ LORI            | PARAMEDIC        | AMBULANCE 20                   | 12/30/2001   | 2106.30       |
| KIERYS STEVE                 | LIEUTENANT       | TRUCK 13                       | 11/05/2001   | 29.00         |
| KINTNER ROBERT               | FIREFIGHTER      | TRUCK 30                       | 5/12/2002    | 523.48        |
| KIRK STUART                  | PARAMEDIC        | UNKNOWN                        | 3/14/2002    | 11977.10      |
| KNAPERK DAVID                | FIREFIGHTER      | TRUCK 42                       | 12/01/2001   | 326.40        |

91278

JOURNAL--CITY COUNCIL--CHICAGO

7/31/2002

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED                  | VOUCHER TOTAL      |
|---------------------------|------------------|--------------------------------|-------------------------------|--------------------|
| KOCH                      | JEROME           | FIREFIGHTER                    | ENGINE COMPANY 79             | 6/11/2001 3410.65  |
| KOFFSKI                   | RICHARD          | LIEUTENANT                     | ENGINE COMPANY 23             | 3/22/2002 14.00    |
| KOLLIGRIS                 | MARINOS          | FIREFIGHTER                    | TRUCK 57                      | 5/02/2002 459.96   |
| KOSTER                    | CHRISTOPHER K    | FIREFIGHTER                    | BATTALION 10                  | 4/30/2002 2731.20  |
| KRAMER                    | RICHARD          | FIREFIGHTER                    | TRUCK 27                      | 2/19/2002 2592.75  |
| KREY                      | RICHARD J        | FIREFIGHTER                    | TRUCK 11                      | 5/25/2002 166.36   |
| KUSSMANN                  | DONALD           | LIEUTENANT                     | DISTRICT RELIEF 1             | 4/20/2002 738.96   |
| LABONTE                   | WILLIAM          | PARAMEDIC                      | UNKNOWN                       | 11/18/2000 915.25  |
| LAKAYIL                   | RAPHEAL          | PARAMEDIC                      | AMBULANCE 36                  | 10/15/2001 1635.80 |
| LEIGH-BOMBEN              | MARJORIE         | PARAMEDIC                      | AMBULANCE 46                  | 4/15/2002 208.70   |
| LEITITIS                  | ANDREAS K        | FIREFIGHTER                    | UNKNOWN                       | 11/29/1999 95.00   |
| LEMKE                     | JOSEPH           | PARAMEDIC                      | UNKNOWN                       | 4/06/2000 487.00   |
| LESHER                    | PHILIP           | FIREFIGHTER                    | ENGINE COMPANY 102            | 1/18/2001 9126.20  |
| LEVERENZ                  | KENNETH E        | FIREFIGHTER                    | UNKNOWN                       | 1/21/2002 521.50   |
| LITTLE                    | BRIAN            | FIREFIGHTER                    | TRUCK 10                      | 12/21/2001 1794.15 |
| LOHR                      | CHRISTOPHER      | FIREFIGHTER                    | ENGINE COMPANY 129            | 11/18/2001 60.00   |
| LONA                      | CHRISTINE        | PARAMEDIC                      | UNKNOWN                       | 4/24/2002 1193.72  |
| LUKASIEWICZ               | THOMAS F         | FIREFIGHTER                    | UNKNOWN                       | 3/19/2002 505.00   |
| LUNDY                     | SHANE            | FIREFIGHTER                    | ENGINE COMPANY 100            | 4/16/2002 385.45   |
| LUSTER                    | GEORGE           | FIREFIGHTER                    | ENGINE COMPANY 49             | 5/22/2002 397.25   |
| MAAYTEH                   | GEORGE           | LIEUTENANT                     | ENGINE COMPANY 109            | 3/22/2002 414.20   |
| MAHON                     | ORAH             | FIREFIGHTER                    | UNKNOWN                       | 1/03/2002 47.00    |
| MALONE                    | TIMOTHY          | FIREFIGHTER                    | UNKNOWN                       | 2/10/2002 135.60   |
| MALONEY                   | PATRICK          | CAPTAIN                        | SQUAD 2                       | 2/20/2001 340.00   |
| MARKHAM                   | ROBERT           | LIEUTENANT                     | ENGINE COMPANY 28             | 12/10/2001 6598.10 |
| MARTIN                    | BROOKIE          | LIEUTENANT                     | DISTRICT RELIEF 6             | 12/19/2001 460.00  |
| MARTINUS                  | DANIEL L         | FIREFIGHTER                    | SQUAD 2                       | 1/28/2000 396.27   |
| MASON                     | JAMES            | FIREFIGHTER                    | SQUAD 2                       | 1/13/1999 75.00    |
| MCCAULEY                  | PAT              | FIREFIGHTER                    | SQUAD 1                       | 3/22/2002 20.00    |
| MCCLOREY                  | BARRY            | FIREFIGHTER                    | ENGINE COMPANY 117            | 1/31/2002 2228.11  |
| MCCORMICK                 | DENISE           | PARAMEDIC                      | AMBULANCE 5                   | 11/18/2001 474.58  |
| MCDOLE                    | MICHAEL          | CAPTAIN                        | BATTALION 3                   | 5/14/2000 535.35   |
| MCDONALD                  | JAMES R          | FIREFIGHTER                    | TRUCK 18                      | 3/06/2002 1556.00  |
| MCGILL                    | ALFONSO          | ENGINEER                       | ENGINE COMPANY 4              | 6/02/2002 79.52    |
| MCQUINNESS                | PATRICK J        | PARAMEDIC                      | UNKNOWN                       | 11/29/2001 61.00   |
| MCKINNIS                  | MICHAEL          | PARAMEDIC                      | UNKNOWN                       | 1/12/2002 2210.00  |
| MCMEEL                    | JOELLYN          | FIREFIGHTER                    | UNKNOWN                       | 4/30/2001 239.00   |
| MCMILLIN                  | MARK             | LIEUTENANT                     | ENGINE COMPANY 123            | 1/09/2001 900.88   |
| MCNALLY                   | DENNIS           | FIREFIGHTER                    | ENGINE COMPANY 70             | 11/25/2000 582.00  |
| MCNULTY                   | JULIE            | PARAMEDIC                      | UNKNOWN                       | 2/02/2002 252.60   |
| MENDOZA                   | GUADALUPE        | PARAMEDIC                      | TRUCK 3                       | 5/11/2002 1063.76  |
| MIULLI                    | FRANK            | PARAMEDIC                      | AMBULANCE 16                  | 6/15/2000 1475.00  |
| MIULLI                    | FRANK            | PARAMEDIC                      | AMBULANCE 16                  | 9/27/2000 110.00   |
| MONROE                    | WILLIAM          | CAPTAIN                        | FIRE SUPPRESSION HEADQUARTERS | 5/29/2002 236.00   |
| MORENO                    | JOSE             | LIEUTENANT                     | ENGINE COMPANY 126            | 9/29/2001 1396.89  |
| MORRIS                    | GREGORY          | PARAMEDIC                      | UNKNOWN                       | 6/01/2001 889.80   |
| MUELLER                   | ALFRED           | PARAMEDIC                      | AMBULANCE 10                  | 1/28/2002 43.00    |
| MUELLER                   | ALFRED           | PARAMEDIC                      | AMBULANCE 10                  | 4/18/2002 1916.90  |
| MURALLES                  | ROBERT           | PARAMEDIC                      | AMBULANCE 43                  | 12/12/2001 6595.00 |

7/31/2002

REPORTS OF COMMITTEES

91279

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED                  | VOUCHER TOTAL      |
|---------------------------|------------------|--------------------------------|-------------------------------|--------------------|
| MUSCOLINO                 | THOMAS           | FIREFIGHTER                    | TRUCK 60                      | 3/02/2002 4960.30  |
| NASH                      | JAMES            | LIEUTENANT                     | DISTRICT RELIEF 2             | 2/03/2002 862.93   |
| NIEGO                     | THOMAS           | LIEUTENANT                     | ENGINE COMPANY 95             | 10/23/2000 68.94   |
| OBANNON                   | MARK             | CAPTAIN                        | BATTALION 18                  | 6/30/2001 360.00   |
| OBERHAUS                  | STEPHEN          | PARAMEDIC                      | UNKNOWN                       | 9/05/2001 435.00   |
| OBRIEN                    | MARYANNE         | FIREFIGHTER                    | TRUCK 45                      | 3/25/2002 470.05   |
| OBRIEN                    | TIM              | FIREFIGHTER                    | TRUCK 51                      | 6/06/2002 450.80   |
| OLIVER                    | KEITH            | FIREFIGHTER                    | DISTRICT RELIEF 6             | 7/05/2001 505.00   |
| OMALLEY                   | STEPHEN          | FIREFIGHTER                    | TRUCK 34                      | 4/05/2002 773.02   |
| OSEPEK                    | PHILIP           | PARAMEDIC                      | AMBULANCE 48                  | 10/26/2001 70.00   |
| OSEPEK                    | PHILIP           | PARAMEDIC                      | AMBULANCE 48                  | 3/19/2002 780.10   |
| PALMER                    | CHERYL           | PARAMEDIC                      | AMBULANCE 33                  | 4/29/2002 197.20   |
| PAVLIK                    | JOSEPH           | FIREFIGHTER                    | TRUCK 39                      | 6/23/1999 294.66   |
| PENNIE                    | LAWRENCE C       | FIREFIGHTER                    | ENGINE COMPANY 91             | 12/17/2001 495.00  |
| PEREZ                     | MARTIN           | LIEUTENANT                     | TRUCK 18                      | 6/06/2002 215.60   |
| PEREZ                     | ROGER            | FIREFIGHTER                    | ENGINE COMPANY 83             | 4/25/2002 8504.97  |
| PERKISER                  | JASON P          | FIREFIGHTER                    | SQUAD 2                       | 2/03/2002 134.00   |
| PERRY                     | RENEE L          | PARAMEDIC                      | AMBULANCE 23                  | 2/13/2002 44.00    |
| PETRAT                    | HORST            | FIREFIGHTER                    | TRUCK 39                      | 1/28/1999 1028.00  |
| PINKSTON                  | SHERRY           | FIREFIGHTER                    | ENGINE COMPANY 92             | 11/24/2001 2846.00 |
| PLUTA                     | JOHN             | PARAMEDIC                      | AMBULANCE 35                  | 9/04/1989 1139.71  |
| PROCHOT                   | KEVIN            | FIREFIGHTER                    | ENGINE COMPANY 19             | 3/05/2002 14159.92 |
| PRZISLICKI                | SCOTT            | FIREFIGHTER                    | UNKNOWN                       | 1/07/2002 471.44   |
| PULINS-GLENNON            | DAUMA            | PARAMEDIC                      | UNKNOWN                       | 4/12/2002 325.33   |
| RADFORD                   | MORRIS           | FIREFIGHTER                    | UNKNOWN                       | 1/21/2002 569.00   |
| RANNOCHIO                 | STEVE            | PARAMEDIC                      | TRUCK 44                      | 10/31/2001 1657.00 |
| RASCHKE                   | JEFFREY          | FIREFIGHTER                    | UNKNOWN                       | 2/22/2002 112.16   |
| REDMOND                   | KEVIN J          | PARAMEDIC                      | AMBULANCE 13                  | 4/15/2002 492.90   |
| REDMOND                   | KEVIN J          | PARAMEDIC                      | AMBULANCE 13                  | 12/12/2001 89.00   |
| REPPEN                    | BARRY G          | FIREFIGHTER                    | ENGINE COMPANY 77             | 1/11/2002 37.00    |
| REYES                     | RAUL             | FIREFIGHTER                    | TRUCK 38                      | 5/18/2002 789.90   |
| REYNOLDS                  | LARRY            | FIREFIGHTER                    | ENGINE COMPANY 92             | 6/29/2001 250.00   |
| RODRIGUEZ                 | CYNTHIA          | PARAMEDIC                      | UNKNOWN                       | 5/14/2002 164.00   |
| ROMAN                     | DAVID            | FIREFIGHTER                    | ENGINE COMPANY 97             | 1/14/2002 462.00   |
| ROMERO                    | PETER            | FIREFIGHTER                    | ENGINE COMPANY 109            | 11/27/2001 7568.53 |
| SCARBERRY                 | CHARLES F        | FIREFIGHTER                    | TRUCK 61                      | 11/21/2000 966.00  |
| SCATENA                   | LOUIS            | FIREFIGHTER                    | ENGINE COMPANY 116            | 4/04/2002 417.03   |
| SCATENA                   | LOUIS            | FIREFIGHTER                    | ENGINE COMPANY 116            | 11/17/2001 1545.61 |
| SCATES                    | WARREN           | FIREFIGHTER                    | TRUCK 61                      | 4/11/2002 576.37   |
| SCHNEIDER                 | TED J            | PARAMEDIC                      | AMBULANCE 20                  | 5/19/2002 675.80   |
| SCHULTZ                   | SUSAN            | PARAMEDIC                      | AMBULANCE 34                  | 4/26/2001 6515.88  |
| SCOTT                     | MELVIN M         | FIREFIGHTER                    | ENGINE COMPANY 15             | 1/23/2002 178.00   |
| SENCION                   | JAMES            | FIREFIGHTER                    | ENGINE COMPANY 34             | 7/22/2000 80.00    |
| SERRANO                   | ROY D            | FIREFIGHTER                    | TRUCK 44                      | 3/11/2002 374.40   |
| SHANNON                   | CATHERINE        | PARAMEDIC                      | AMBULANCE 43                  | 4/05/2001 267.00   |
| SHANNON                   | WILLIE           | FIREFIGHTER                    | ENGINE COMPANY 75             | 4/07/2002 432.25   |
| SHEA                      | RICHARD          | FIREFIGHTER                    | ENGINE COMPANY 113            | 10/03/2001 272.00  |
| SHEHAN                    | JOHN             | CAPTAIN                        | FIRE SUPPRESSION HEADQUARTERS | 7/31/2001 2600.00  |
| SINOPOLI                  | ENZO             | PARAMEDIC                      | UNKNOWN                       | 12/03/2000 3225.81 |

91280

JOURNAL--CITY COUNCIL--CHICAGO

7/31/2002

7/31/2002

## REPORTS OF COMMITTEES

91281

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE<br>INJURED    | VOUCHER<br>TOTAL   |
|---------------------------|------------------|--------------------------------|--------------------|--------------------|
| SONNTAG                   | RAYMOND          | ENGINEER                       | ENGINE COMPANY 45  | 11/26/2001 8238.60 |
| SOPKO                     | ANDREW           | ENGINEER                       | ENGINE COMPANY 78  | 10/04/2001 8508.62 |
| SOUTHERN                  | RONALD           | ENGINEER                       | ENGINE COMPANY 122 | 2/11/2002 150.00   |
| SPEE                      | WILLIAM          | LIEUTENANT                     | DISTRICT RELIEF 5  | 3/30/2002 187.00   |
| STAFEN                    | KRISTIN          | PARAMEDIC                      | AMBULANCE 44       | 3/07/2002 1512.85  |
| SULLIVAN                  | JAMAR            | FIREFIGHTER                    | ENGINE COMPANY 129 | 4/15/2002 439.98   |
| SZALA-LAPORTE             | DIANE            | PARAMEDIC                      | UNKNOWN            | 3/26/2002 724.58   |
| TAYLOR                    | ROBERT           | PARAMEDIC                      | ENGINE COMPANY 115 | 10/01/2001 912.77  |
| TAYLOR                    | ROBERT           | PARAMEDIC                      | ENGINE COMPANY 115 | 4/12/2002 526.21   |
| TEUFEL                    | LINDA            | PARAMEDIC                      | AMBULANCE 20       | 3/19/2002 1229.10  |
| THEEKE                    | JANIECE          | PARAMEDIC                      | AMBULANCE 31       | 4/23/2002 1034.60  |
| TIDBS                     | KENNETH          | FIREFIGHTER                    | TRUCK 61           | 12/26/2001 598.24  |
| TIMRICK                   | HUGH             | FIREFIGHTER                    | TRUCK 47           | 1/07/2002 2375.15  |
| TURNER                    | ROY              | FIREFIGHTER                    | TRUCK 38           | 3/14/2002 466.92   |
| ULREICH                   | KELLY            | FIREFIGHTER                    | AMBULANCE 47       | 12/23/2001 40.00   |
| VAIL                      | RICHARD          | PARAMEDIC                      | AMBULANCE 15       | 10/13/2001 1665.00 |
| VAUL-KENNEDY              | GAYLE R          | FIREFIGHTER                    | BATTALION 11       | 3/17/2001 1504.32  |
| WALTON                    | ANTHONY          | FIREFIGHTER                    | ENGINE COMPANY 55  | 2/15/2001 2030.00  |
| WARD                      | KEVIN            | FIREFIGHTER                    | ENGINE COMPANY 116 | 11/09/2001 178.00  |
| WARD                      | PATRICK          | FIREFIGHTER                    | ENGINE COMPANY 68  | 3/06/2001 470.00   |
| WHITING                   | GEORGE           | FIREFIGHTER                    | ENGINE COMPANY 18  | 10/30/2001 10.00   |
| WIETLESPACH               | PATRICK          | LIEUTENANT                     | DISTRICT RELIEF 2  | 12/23/2000 395.00  |
| WILHELM                   | MICHAEL          | PARAMEDIC                      | SQUAD 2            | 2/02/2002 250.80   |
| WITKUS-LABEDZ             | MICHELE          | PARAMEDIC                      | AMBULANCE 9        | 1/22/2002 416.24   |
| WRIGHT                    | EDWARD           | PARAMEDIC                      | UNKNOWN            | 2/27/2001 509.50   |
| YORK                      | DONALD B         | FIREFIGHTER                    | ENGINE COMPANY 77  | 9/22/2000 899.00   |
| YORK                      | JAMES            | PARAMEDIC                      | AMBULANCE 46       | 2/28/2002 103.00   |
| ZERVAS                    | NICHOLAS         | FIREFIGHTER                    | TRUCK 42           | 4/11/2002 223.80   |

; 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 claim pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Third party orders printed on pages 91283  
through 91285 of this *Journal*.]

REPORT DATE: 7/30/2002  
 REPORT TIME 15:06:29  
 PROGRAM: PFR074

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

THIRD PARTY ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED                   | VOUCHER TOTAL      |
|---------------------------|------------------|--------------------------------|--------------------------------|--------------------|
| ADAMS                     | JAMES W          | POLICE OFFICER                 | TWENTY-FIFTH DISTRICT          | 9/03/2001 850.00   |
| AGYEMAN                   | ADRIENNE         | POLICE OFFICER                 | FOURTH DISTRICT                | 4/14/2002 285.50   |
| ALFRED                    | MYRTA            | POLICE OFFICER                 | NARCOTICS SECTION              | 5/10/2000 61.00    |
| ALVARADO                  | LETICIA          | POLICE OFFICER                 | TWELFTH DISTRICT               | 11/09/2001 113.00  |
| AMATO                     | FRANK            | POLICE OFFICER                 | SEVENTEENTH DISTRICT           | 7/17/1998 1749.00  |
| ANDERSON                  | ROBERT M         | POLICE OFFICER                 | PROFESSIONAL COUNSELING SERVIC | 4/30/2001 69.00    |
| ANGUS                     | WILLIAM J        | POLICE OFFICER                 | INTELLIGENCE SECTION           | 2/21/2002 80.00    |
| ANTHONY                   | WANDA            | POLICE OFFICER                 | SIXTEENTH DISTRICT             | 7/28/2001 9400.14  |
| AUGUSTE                   | GREGORY M        | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 3/03/2001 293.75   |
| BARTOSIK                  | JAMES E          | POLICE OFFICER                 | BOMB AND ARSON SECTION         | 7/03/2001 61.00    |
| BELCZAK                   | ROBERT J         | POLICE OFFICER                 | SPECIAL OPERATIONS SECTION     | 2/28/2002 1411.00  |
| BELL                      | TARA A           | POLICE OFFICER                 | SECOND DISTRICT                | 11/25/2001 241.50  |
| BIALECKI                  | GEORGE           | POLICE OFFICER                 | TRAFFIC SECTION - ENFORCEMENT  | 12/20/2001 35.00   |
| BIEDEL-ROY                | TERESA I         | POLICE OFFICER                 | NINETEENTH DISTRICT            | 3/09/2002 89.00    |
| BLAIR                     | PATRICK          | POLICE OFFICER                 | FIRST DISTRICT                 | 4/11/2002 3217.70  |
| BOCANEGRA                 | MICHAEL          | POLICE OFFICER                 | NARCOTICS SECTION              | 11/22/2001 203.70  |
| BOLTON                    | BRIAN J          | POLICE OFFICER                 | PUBLIC HOUSING UNIT-SOUTH      | 1/09/2002 1316.00  |
| BOSAK                     | JERROLD          | POLICE OFFICER                 | PUBLIC HOUSING UNIT-SOUTH      | 2/28/2002 294.00   |
| BOWENS                    | PHILLIP          | POLICE OFFICER                 | INTELLIGENCE SECTION           | 3/23/2002 160.50   |
| BRANCH                    | JAMES E          | POLICE OFFICER                 | UNKNOWN                        | 4/09/2002 1868.46  |
| BRAXTON                   | EVELYN M         | POLICE OFFICER                 | THIRD DISTRICT                 | 10/17/2001 822.28  |
| BRILL                     | JAMES E          | POLICE OFFICER                 | FIRST DISTRICT                 | 1/30/2002 46.00    |
| BURG                      | JASON            | POLICE OFFICER                 | PUBLIC HOUSING UNIT-NORTH      | 6/18/2000 80.00    |
| BUTLER                    | RYAN             | POLICE OFFICER                 | TENTH DISTRICT                 | 4/17/2002 183.00   |
| CALLAHAN                  | LYNN W           | POLICE OFFICER                 | SEVENTH DISTRICT               | 12/12/2001 1299.24 |
| CAMACHO                   | TADEOUS R        | POLICE OFFICER                 | NARCOTICS SECTION              | 1/19/2001 3137.00  |
| CAND                      | JUAN             | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 12/23/2001 186.00  |
| CAREY                     | THOMAS P         | POLICE OFFICER                 | ELEVENTH DISTRICT              | 3/30/2002 1243.50  |
| CARTER                    | DANA L           | POLICE OFFICER                 | PUBLIC HOUSING UNIT-NORTH      | 2/26/2002 726.00   |
| CARTER                    | JAMES            | POLICE OFFICER                 | NARCOTICS SECTION              | 2/22/2000 220.00   |
| CASAS                     | EDWARD           | POLICE OFFICER                 | NINTH DISTRICT                 | 3/09/2002 224.70   |
| CASSIDY                   | BRYAN            | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 8/12/2001 316.97   |
| CERVANTES                 | ARCELIA          | POLICE OFFICER                 | ELEVENTH DISTRICT              | 1/30/2002 1998.50  |
| CHENGARY                  | DENNIS J         | POLICE OFFICER                 | SIXTH DISTRICT                 | 9/26/2001 257.00   |
| COLEMAN                   | RONALD D         | POLICE OFFICER                 | THIRD DISTRICT                 | 3/19/2002 187.00   |
| CROWLEY                   | JAMES            | POLICE OFFICER                 | SECOND DISTRICT                | 9/04/1987 46625.44 |
| DARCY                     | MARTIN           | POLICE OFFICER                 | DETECTIVE DIVISION - AREA 1    | 7/13/2001 1386.95  |
| DELRIQ                    | GONZALO          | POLICE OFFICER                 | PUBLIC HOUSING UNIT-NORTH      | 7/01/2001 336.00   |
| DODD                      | VICKI            | POLICE OFFICER                 | SECOND DISTRICT                | 1/02/2002 56.29    |
| DZIWULSKI                 | MEL              | POLICE OFFICER                 | TWENTY-THIRD DISTRICT          | 2/02/2002 78.00    |
| FERRARO                   | JOSEPH           | POLICE OFFICER                 | TWENTY-FIFTH DISTRICT          | 7/12/2001 180.90   |
| FILIPIAK                  | THOMAS A         | POLICE OFFICER                 | TENTH DISTRICT                 | 7/09/2001 222.00   |
| GARTH                     | WALTER           | POLICE OFFICER                 | FIFTH DISTRICT                 | 12/11/2000 4038.10 |
| GILL                      | BRENDAN          | POLICE OFFICER                 | PUBLIC HOUSING UNIT-SOUTH      | 9/17/2001 3589.00  |
| GRUBBS-BRACKD             | SHARON           | POLICE OFFICER                 | INTELLIGENCE SECTION           | 3/25/2002 176.50   |
| HANDZEL                   | LANCE            | POLICE OFFICER                 | EIGHTH DISTRICT                | 4/04/2002 215.00   |
| HILL                      | KEVIN B          | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 4/06/2002 141.00   |
| HOUSER                    | DERRICK          | POLICE OFFICER                 | SIXTH DISTRICT                 | 1/03/2001 614.00   |
| HUGHES                    | DENNIS           | POLICE OFFICER                 | INTELLIGENCE SECTION           | 3/15/2001 629.00   |

7/31/2002

REPORTS OF COMMITTEES

91283



## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## THIRD PARTY ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED                   | VOUCHER TOTAL       |
|---------------------------|------------------|--------------------------------|--------------------------------|---------------------|
| IRVING                    | ANDREW           | POLICE OFFICER                 | SEVENTEENTH DISTRICT           | 1/15/2002 80.00     |
| KANE-FIGUEROA             | PATRICIA E       | POLICE OFFICER                 | EIGHTH DISTRICT                | 11/25/2001 5829.18  |
| KING                      | CHRISTORIA       | POLICE OFFICER                 | FIRST DISTRICT                 | 6/22/2001 113.12    |
| KOUZOUKAS                 | MARIA S          | POLICE OFFICER                 | SIXTEENTH DISTRICT             | 4/29/2002 2001.88   |
| KRAMER                    | WAYNE            | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 10/07/2001 18425.38 |
| KRIV                      | JEFFREY B        | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 6/20/1999 230.00    |
| KROLICZEK                 | LES D            | POLICE OFFICER                 | SIXTEENTH DISTRICT             | 11/13/2000 1288.00  |
| LABOY                     | HERNAN           | POLICE OFFICER                 | TWENTY-FIFTH DISTRICT          | 4/06/2002 93.40     |
| LAPORTA                   | SANDRA J         | POLICE OFFICER                 | NARCOTICS SECTION              | 12/31/2001 150.00   |
| LATHAM                    | THOMAS           | POLICE OFFICER                 | ELEVENTH DISTRICT              | 4/01/2002 448.69    |
| LEWIS                     | ODONNA L         | POLICE OFFICER                 | THIRD DISTRICT                 | 3/19/2002 689.50    |
| LONG                      | NANCY            | POLICE OFFICER                 | EIGHTEENTH DISTRICT            | 11/28/1999 135.00   |
| LUCAS                     | KEVIN J          | POLICE OFFICER                 | NARCOTICS SECTION              | 3/31/2002 673.20    |
| LUGO                      | STEVEN           | POLICE OFFICER                 | FOURTEENTH DISTRICT            | 4/13/2002 306.96    |
| MACK                      | RICHARD          | POLICE OFFICER                 | NINETEENTH DISTRICT            | 9/26/2001 1632.90   |
| MACKEY                    | PATRICIA J       | POLICE OFFICER                 | RECRUIT TRAINING               | 5/16/1999 8793.15   |
| MANLEY                    | MICHELE          | POLICE OFFICER                 | SCHOOL PATROL UNIT-ADMINISTRAT | 5/14/2001 2225.25   |
| MARTIN                    | GWENDOLYN        | POLICE OFFICER                 | SEVENTH DISTRICT               | 2/07/1995 190.00    |
| MCCARTHY                  | JOHN M           | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 4/27/2002 359.80    |
| MCNAMARA                  | MARK             | POLICE OFFICER                 | SPECIAL OPERATIONS SECTION     | 4/17/2002 330.00    |
| MELOSCIA                  | JOSEPH           | POLICE OFFICER                 | SEVENTEENTH DISTRICT           | 4/22/2002 571.20    |
| MERRIWEATHER              | SHEILA A         | POLICE OFFICER                 | FIFTH DISTRICT                 | 11/02/2000 274.00   |
| MICKOW                    | KAREN A          | POLICE OFFICER                 | TENTH DISTRICT                 | 4/20/2002 153.00    |
| MIKOLAJCZYK               | KEN              | POLICE OFFICER                 | TWENTY-THIRD DISTRICT          | 11/25/2001 69.30    |
| MILLS                     | RONALD C         | POLICE OFFICER                 | SCHOOL PATROL UNIT-ADMINISTRAT | 9/19/2001 87.00     |
| MOHAMMAD                  | HAYTHAM          | POLICE OFFICER                 | SEVENTH DISTRICT               | 4/19/2002 287.00    |
| MOORE                     | HORACE           | POLICE OFFICER                 | FOURTH DISTRICT                | 8/17/2000 142.40    |
| MOOREHEAD                 | DWAYNE           | POLICE OFFICER                 | FOURTH DISTRICT                | 4/14/2002 465.50    |
| MUHAMMAD                  | ABDUL J          | POLICE OFFICER                 | SECOND DISTRICT                | 4/26/2002 3181.34   |
| NEMETH                    | LAURA A          | BATTALION CHIEF                | SEVENTH DISTRICT               | 6/14/1998 1538.00   |
| NIKIN                     | DRAGAN           | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 4/27/2002 1092.40   |
| OBODIKOVITZ               | DENNIS M         | POLICE OFFICER                 | SPECIAL OPERATIONS SECTION     | 4/06/2002 142.00    |
| OCONNELL                  | DENNIS L         | POLICE OFFICER                 | SIXTH DISTRICT                 | 2/24/1998 160.89    |
| OCONNOR                   | DANIEL J         | POLICE OFFICER                 | PUBLIC HOUSING UNIT-NORTH      | 10/06/2001 241.00   |
| OLIVER                    | ERIC             | POLICE OFFICER                 | SPECIAL OPERATIONS SECTION     | 2/19/2002 75.00     |
| ORTEGA                    | ELVIS            | POLICE OFFICER                 | THIRD DISTRICT                 | 4/22/2002 6588.88   |
| PADILLA                   | ELISE M          | POLICE OFFICER                 | FOURTH DISTRICT                | 3/23/2002 214.00    |
| PAULIN                    | PAUL J           | POLICE OFFICER                 | SIXTEENTH DISTRICT             | 4/08/2002 3027.15   |
| PITTMAN                   | DONALD           | POLICE OFFICER                 | SEVENTH DISTRICT               | 4/24/2002 1821.77   |
| POULDS                    | JOHN             | POLICE OFFICER                 | RECRUIT TRAINING               | 3/07/2002 645.00    |
| PYLES                     | PAUL L           | POLICE OFFICER                 | SPECIAL OPERATIONS SECTION     | 2/19/2002 150.00    |
| QUINN                     | SHARON           | POLICE OFFICER                 | SIXTH DISTRICT                 | 5/30/1997 362.40    |
| RADTKE                    | PAUL             | POLICE OFFICER                 | NINTH DISTRICT                 | 4/05/2001 4504.06   |
| RAPIER-MARTIN             | ROSIE            | POLICE OFFICER                 | THIRD DISTRICT                 | 4/17/2002 1328.00   |
| RASCHKE                   | WAYNE            | POLICE OFFICER                 | DETECTIVE DIVISION - AREA 4    | 10/29/2001 2133.00  |
| REINER                    | ROBERT W         | POLICE OFFICER                 | TRAFFIC SECTION-DETAIL UNIT    | 8/25/1999 936.69    |
| ROBERTS                   | MICHELLE M       | POLICE OFFICER                 | NINTH DISTRICT                 | 11/06/1999 655.00   |
| ROGERS                    | STAN C           | POLICE OFFICER                 | FIFTH DISTRICT                 | 8/26/2000 1338.00   |
| ROONEY                    | EUGENE J         | POLICE OFFICER                 | TWENTY-FIFTH DISTRICT          | 7/12/2001 788.60    |

91284

JOURNAL--CITY COUNCIL--CHICAGO

7/31/2002

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/2002

## THIRD PARTY ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED                  | VOUCHER TOTAL       |
|---------------------------|------------------|--------------------------------|-------------------------------|---------------------|
| ROONEY                    | EUGENE J         | POLICE OFFICER                 | TWENTY-FIFTH DISTRICT         | 12/22/2001 200.60   |
| ROSSI                     | NICK JR          | POLICE OFFICER                 | DETECTIVE DIVISION - AREA 3   | 2/08/2002 1229.52   |
| ROWAN                     | JAMES            | POLICE OFFICER                 | PUBLIC TRANSPORTATION SECTION | 10/29/2001 10156.40 |
| SAKALAS                   | MAUREEN A        | POLICE OFFICER                 | FIFTH DISTRICT                | 10/23/1998 347.00   |
| SANCHEZ                   | RICHARD W        | POLICE OFFICER                 | NARCOTICS SECTION             | 2/13/2002 1689.00   |
| SANDUSKY                  | MICHAEL P        | POLICE OFFICER                 | ELEVENTH DISTRICT             | 3/30/2002 340.20    |
| SEURA                     | STEVEN           | POLICE OFFICER                 | TENTH DISTRICT                | 12/19/2000 43.30    |
| SELKE                     | MICHAEL J        | POLICE OFFICER                 | EIGHTH DISTRICT               | 8/31/2000 504.00    |
| SIMON                     | DANIEL J         | POLICE OFFICER                 | TWENTY-SECOND DISTRICT        | 7/26/2001 411.80    |
| SZUDY                     | EDMUND M         | POLICE OFFICER                 | NINTH DISTRICT                | 12/30/2001 4065.38  |
| TOMASIK                   | RONALD           | POLICE OFFICER                 | ELEVENTH DISTRICT             | 12/19/2000 643.50   |
| TYRCHA                    | JOSEPH           | POLICE OFFICER                 | NINTH DISTRICT                | 2/09/2002 304.00    |
| URBAN                     | PAUL             | POLICE OFFICER                 | EIGHTEENTH DISTRICT           | 7/29/2001 95.00     |
| VELASQUEZ                 | GILBERT P        | POLICE OFFICER                 | NINTH DISTRICT                | 11/11/2001 9071.98  |
| WATERS                    | MILTON           | POLICE OFFICER                 | FIFTH DISTRICT                | 6/16/1997 90.00     |
| WITCZAK                   | CHRIS J          | POLICE OFFICER                 | SPECIAL OPERATIONS SECTION    | 1/17/2002 247.00    |
| WOITEL                    | GEOFFREY L       | POLICE OFFICER                 | FIFTEENTH DISTRICT            | 1/12/2001 116.48    |
| BIONDO                    | BARRY            | FIREFIGHTER                    | TRUCK 30                      | 5/22/2000 1035.00   |
| BRASWELL                  | KEVIN            | FIREFIGHTER                    | TRUCK 62                      | 4/15/2002 5125.62   |
| DENEEN                    | DANIEL           | CAPTAIN                        | DISTRICT RELIEF 3             | 7/16/1998 201.00    |
| DUELLO                    | JOSEPH           | FIREFIGHTER                    | TRUCK 62                      | 3/12/2002 654.51    |
| FERNANDEZ                 | THOMAS M         | FIREFIGHTER                    | TRUCK 54                      | 12/08/2001 287.00   |
| FINNEGAN                  | MICHAEL          | FIREFIGHTER                    | ENGINE COMPANY 68             | 4/28/2000 226.95    |
| GRECO                     | MICHAEL          | FIREFIGHTER                    | ENGINE COMPANY 7              | 2/09/2000 59.00     |
| HANNON                    | SEAN             | PARAMEDIC                      | AMBULANCE 36                  | 12/25/2000 12.00    |
| JANIGA                    | JOHN J           | FIREFIGHTER                    | ENGINE COMPANY 77             | 9/27/2001 2824.36   |
| MCELROY                   | DAVID B          | LIEUTENANT                     | TRUCK 30                      | 5/22/2000 5018.29   |
| PENTEX                    | ROBERT           | FIREFIGHTER                    | ENGINE COMPANY 98             | 2/12/1996 1053.00   |
| RUCKER                    | MICHAEL          | FIREFIGHTER                    | UNKNOWN                       | 12/23/2001 37.00    |
| SEVIER                    | RODNEY R         | FIREFIGHTER                    | TRUCK 24                      | 4/29/2000 948.01    |
| TAYLOR                    | JEFF             | FIREFIGHTER                    | TRUCK 21                      | 4/28/2002 583.40    |
| TUMA                      | MICHAEL          | PARAMEDIC                      | TRUCK 7                       | 7/12/2001 356.20    |
| WATERS                    | MICHAEL P        | PARAMEDIC                      | AMBULANCE 7                   | 9/14/2001 235.86    |
| YORK                      | DONALD B         | FIREFIGHTER                    | ENGINE COMPANY 77             | 1/11/2002 511.00    |

7/31/2002

REPORTS OF COMMITTEES

91285

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS  
REFUNDS, COMPENSATION FOR PROPERTY  
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement on 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 Vehicle.*

*Department Of Health:  
Account Number 100-99-2005-0934-0934.*

| Name And Address                                                                         | Date And Location                        | Amount   |
|------------------------------------------------------------------------------------------|------------------------------------------|----------|
| Katie Booker and Allstate<br>Insurance Company<br>P.O. Box 227257<br>Dallas, Texas 75222 | 9/24/01<br>6335 South Woodlawn<br>Avenue | \$834.00 |

*Personal Damage.*

*Department Of Police/Office Of Emergency Communication:  
Account Number 100-99-2005-0934-0934.*

| Name And Address                                                               | Date And Location                       | Amount     |
|--------------------------------------------------------------------------------|-----------------------------------------|------------|
| Eduardo Perez, Jr.<br>3124 North Parkside<br>Avenue<br>Chicago, Illinois 60634 | 1/2/02<br>3124 North Parkside<br>Avenue | \$1,000.00 |

*Damage To Property.*

*Department Of Police/Office Of Emergency Communication:  
Account Number 100-99-2005-0934-0934.*

| Name And Address                                                                                              | Date And Location                            | Amount   |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|
| Angela Boston<br>4817 South Dr. Martin Luther<br>King, Jr. Drive<br>Chicago, Illinois 60615                   | 7/15/01<br>1109 West 61 <sup>st</sup> Street | \$500.00 |
| Levester Gibbons<br>8238 South Paulina<br>Street<br>Chicago, Illinois 60620                                   | 9/3/01<br>8238 South Paulina<br>Street       | 456.00   |
| Fred Tuch and Universal<br>Underwriters<br>2998 Douglas Boulevard<br>Suite 125<br>Roseville, California 95661 | 3/8/01<br>1441 East 75 <sup>th</sup> Street  | 762.00   |

*Damage To Vehicle.*

*Department Of Police/Office Of Emergency Communication:  
Account Number 100-99-2005-0934-0934.*

| Name And Address                                                                              | Date And Location                        | Amount   |
|-----------------------------------------------------------------------------------------------|------------------------------------------|----------|
| Mahmoud Bahbouyani and<br>Allstate Insurance Company<br>P.O. Box 227257<br>Dallas Texas 75222 | 2/5/99<br>4750 West Montrose<br>Avenue   | \$937.00 |
| Richard E. Samuels<br>519 East 161 <sup>st</sup> Street<br>South Holland, Illinois 60473      | 10/24/01<br>9380 South Stewart<br>Avenue | 479.55   |

7/31/2002

## REPORTS OF COMMITTEES

91289

| Name And Address                                                                                                                                        | Date And Location                     | Amount   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------|
| United States Department<br>of Justice<br>Attention: John Biagioni<br>230 South Dearborn<br>Street<br>12 <sup>th</sup> Floor<br>Chicago, Illinois 60604 | 9/17/99<br>1121 South Holden<br>Court | \$307.46 |

*Damage To Vehicle.*

*Department Of Public Works/Construction Management:  
Account Number 100-99-2005-0934-0934.*

| Name And Address                                                                        | Date And Location                     | Amount   |
|-----------------------------------------------------------------------------------------|---------------------------------------|----------|
| Ming W. Chai<br>2154 West Rosemont<br>Avenue<br>Apartment 3F<br>Chicago, Illinois 60659 | 12/6/01<br>5788 North Ridge<br>Avenue | \$342.00 |

*Damage To Vehicle.*

*Department Of Revenue/Bureau Of Parking Enforcement:  
Account Number 100-99-2005-0934-0934.*

| Name And Address                                                           | Date And Location                       | Amount   |
|----------------------------------------------------------------------------|-----------------------------------------|----------|
| Herman Tillman<br>3310 West Evergreen<br>Avenue<br>Chicago, Illinois 60651 | 7/9/01<br>3310 West Evergreen<br>Avenue | \$650.00 |

*Damage To Property.**Department Of Sewers:**Account Number 314-99-2005-0934-0934.*

| Name And Address                                                                  | Date And Location                            | Amount   |
|-----------------------------------------------------------------------------------|----------------------------------------------|----------|
| Helen Shaughnessy<br>4205 West 47 <sup>th</sup> Street<br>Chicago, Illinois 60632 | 4/15/02<br>4205 West 47 <sup>th</sup> Street | \$915.00 |

*Damage To Vehicle.**Department Of Sewers:**Account Number 314-99-2005-0934-0934.*

| Name And Address                                                                 | Date And Location                                              | Amount   |
|----------------------------------------------------------------------------------|----------------------------------------------------------------|----------|
| Oscar J. Canchola<br>1345 West Early Avenue<br>Chicago, Illinois 60660           | 2/26/02<br>West Early Avenue and<br>North Glenwood Avenue      | \$280.00 |
| Lelita Y. Sims<br>8424 South Throop Street<br>Chicago, Illinois 60620            | 1/13/00<br>West 86 <sup>th</sup> and South<br>Lafayette Avenue | 74.00*   |
| Jymme Pemble<br>375 West Erie Street<br>Apartment 316<br>Chicago, Illinois 60610 | 1/1/01<br>North Orleans Street and<br>West Erie Street         | 240.00*  |

---

\* To City of Chicago, Bureau of Parking

| Name And Address                                                                                  | Date And Location                                 | Amount              |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------|
| Tianna M. Davis<br>6745 South East End<br>Avenue<br>Chicago, Illinois 60649                       | 3/10/01<br>6724 South East End<br>Avenue          | \$ 33.00<br>200.00* |
| Rosalinda Enciso<br>9701 South Avenue L<br>2 <sup>nd</sup> Floor Front<br>Chicago, Illinois 60617 | 11/29/01<br>9600 South Exchange<br>Avenue         | 1,532.00            |
| John Fattah<br>5846 Washington Street<br>Morton Grove, Illinois 60053                             | 1/11/02<br>4545 North Elston<br>Avenue            | 89.00               |
| Sam-Woo C. Kim<br>1710 West Cornelia<br>Avenue<br>Chicago, Illinois 60657                         | 11/1/01<br>2834 North Lincoln<br>Avenue           | 727.00              |
| Robert D. Korn<br>2054 West Farwell<br>Avenue<br>Chicago, Illinois 60645                          | 2/14/02<br>7300 West Touhy<br>Avenue              | 238.00              |
| Norman L. Sevier<br>1023 South 7 <sup>th</sup><br>Apartment 1<br>Dekalb, Illinois 60115           | 12/25/01<br>1021 West 119 <sup>th</sup><br>Street | 201.00              |

---

\* 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 Goshay<br>1343 West 85 <sup>th</sup> Street<br>Street<br>Chicago, Illinois 60620        | 12/15/00<br>8600 South Harper<br>Avenue     | \$ 60.00* |
| Debbie Jean Pantaleo<br>2226 North 74 <sup>th</sup><br>Avenue<br>Elmwood Park, Illinois 60635   | 1/22/00<br>6705 South Pulaski<br>Road       | 125.00*   |
| Marion T. Hill<br>401 East 32 <sup>nd</sup> Street<br>Apartment 1015<br>Chicago, Illinois 60616 | 1/28/02<br>1445 South Michigan<br>Avenue    | 72.00*    |
| Jay C. Covington<br>1520 North Leavitt<br>Street<br>Apartment 1<br>Chicago, Illinois 60622      | 1/14/01<br>3100 West North Avenue           | 314.00    |
| Rochelle Cross<br>3325 West 79 <sup>th</sup> Street<br>Chicago, Illinois 60652                  | 3/9/02<br>3331 West 31 <sup>st</sup> Street | 73.00     |
| Christopher R. Eaton<br>9440 South Longwood<br>Drive<br>Chicago, Illinois 60620                 | 1/21/02<br>10750 South Longwood<br>Avenue   | 97.00     |

---

\* To City of Chicago, Bureau of Parking

7/31/2002

## REPORTS OF COMMITTEES

91293

| Name And Address                                                                          | Date And Location                                           | Amount   |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------|----------|
| Diane M. Filbin<br>2929 West Lawrence<br>Avenue<br>Apartment 2<br>Chicago, Illinois 60625 | 2/20/02<br>4400 North Lincoln<br>Avenue                     | \$120.00 |
| Cecelia Malka Fishbane<br>5830 North Drake Avenue<br>Chicago, Illinois 60659              | 4/12/02<br>6201 North McCormick<br>Road                     | 75.00    |
| Bertha Green<br>7832 South Hermitage Avenue<br>Chicago, Illinois 60620                    | 4/3/02<br>East 95 <sup>th</sup> and South<br>Colfax Avenue  | 60.00    |
| Joseph N. Hicks<br>916 North Waller Avenue<br>Chicago, Illinois 60651                     | 5/2/01<br>West Augusta Boulevard<br>and North Kolmar Avenue | 28.00    |
| Ann Joyce<br>1560 North Sandburg Terrace<br>Apartment 3308<br>Chicago, Illinois 60610     | 2/4/02<br>10447 South Indianapolis<br>Avenue                | 61.00    |
| Stephen J. Krisik<br>464 Jefferson Avenue<br>Glencoe, Illinois 60022                      | 12/9/01<br>5800 North Ridge<br>Avenue                       | 296.00   |
| Arleen Lopez<br>4705 West Waveland Avenue<br>Chicago, Illinois 60641                      | 4/9/02<br>2400 West Fullerton<br>Avenue                     | 85.00    |
| Lois Massett<br>3631 North Mozart Street<br>Chicago, Illinois 60618                       | 3/29/02<br>2917 West Irving Park<br>Road                    | 76.00    |
| Nancy Ann McEntee<br>171 Blackhawk Road<br>Highland, Illinois 60035                       | 3/18/02<br>2130 West Fullerton<br>Avenue                    | 385.00   |

| Name And Address                                                                                                                | Date And Location                        | Amount              |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------|
| James McGee<br>4182 North Clarendon<br>Avenue<br>Unit 3<br>Chicago, Illinois 60613                                              | 4/8/02<br>2850 West Irving Park<br>Road  | \$132.00            |
| Jose M. Mesa<br>5201 North Monitor Avenue<br>Chicago, Illinois 60630                                                            | 3/11/02<br>3752 North Central<br>Avenue  | 63.00               |
| John Moy<br>2928 South Union Avenue<br>Chicago, Illinois 60616                                                                  | 10/2/01<br>2675 North Clybourn<br>Avenue | 547.00              |
| Darren A. Rogers<br>18102 Soleri Drive<br>Country Club Hills, Illinois<br>60478                                                 | 2/7/02<br>200 West Roosevelt Road        | 52.00<br>150.00*    |
| Michael Rosner and American<br>Family Insurance Company<br>475 North Martingale Road<br>Suite 600<br>Schaumburg, Illinois 60173 | 11/1/01<br>6500 North Whipple<br>Street  | 1,001.00<br>100.00* |
| Kathleen A. Samnadda<br>3112 North Nordica Avenue<br>Chicago, Illinois 60634                                                    | 9/30/01<br>741 North Ogden Avenue        | 480.00              |
| Cynthia Streff and Allstate<br>Insurance Company<br>1824 West Addison Street<br>Chicago, Illinois 60613                         | 11/13/01<br>4550 North Long Avenue       | 871.00              |

---

\* To City of Chicago, Bureau of Parking

7/31/2002

REPORTS OF COMMITTEES

91295

| Name And Address                                                                                               | Date And Location                      | Amount   |
|----------------------------------------------------------------------------------------------------------------|----------------------------------------|----------|
| Dorothy Walker<br>2207 East 80 <sup>th</sup><br>1 <sup>st</sup> Floor, Apartment 1E<br>Chicago, Illinois 60617 | 6/23/00<br>9413 South Paxton<br>Avenue | \$ 43.00 |
| Jeffrey Michael Warren<br>5201 South Springfield<br>Avenue<br>Chicago, Illinois 60632                          | 12/25/01<br>4400 South Pulaski Road    | 402.00   |

*Damage To Vehicle.*

*Department Of Transportation/Bureau Of Bridges:  
Account Number 300-99-2005-0934-0934.*

| Name And Address                                                        | Date And Location                     | Amount   |
|-------------------------------------------------------------------------|---------------------------------------|----------|
| Ching Lee<br>227 West 24 <sup>th</sup> Place<br>Chicago, Illinois 60616 | 2/25/02<br>2200 South Canal<br>Street | \$125.00 |

---

\* To City of Chicago, Bureau of Parking

*Damage To Property.*

*Department Of Transportation/Bureau Of Streets:  
Account Number 300-99-2005-0934-0934.*

| Name And Address                                                      | Date And Location                       | Amount     |
|-----------------------------------------------------------------------|-----------------------------------------|------------|
| Frank Panzica<br>5900 West Cornelia Avenue<br>Chicago, Illinois 60634 | 11/7/01<br>5900 West Cornelia<br>Avenue | \$1,093.00 |

*Damage To Property.*

*Department Of Water/Bureau Of Water Distribution:  
Account Number 200-99-2005-0934-0934.*

| Name And Address                                                     | Date And Location                      | Amount   |
|----------------------------------------------------------------------|----------------------------------------|----------|
| Dawn Delgado<br>9114 South Brandon Avenue<br>Chicago, Illinois 60617 | 2/5/02<br>9114 South Brandon<br>Avenue | \$495.00 |

*Damage To Vehicle.*

*Department Of Water/Bureau Of Water Distribution:  
Account Number 200-99-2005-0934-0934.*

| Name And Address                                                      | Date And Location                      | Amount   |
|-----------------------------------------------------------------------|----------------------------------------|----------|
| Frank J. Andrews<br>6023 West Barry Avenue<br>Chicago, Illinois 60634 | 2/12/02<br>6237 West Belmont<br>Avenue | \$226.00 |

*Damage To Property.*

*Department Of Fire:  
Account Number 100-99-2005-0934-0934.*

| Name And Address                                                                                              | Date And Location                         | Amount   |
|---------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------|
| Orilio Arzola, Jr.,<br>In care of OT Nuahs, Inc.<br>3320 North Southport<br>Avenue<br>Chicago, Illinois 60657 | 10/7/01<br>3320 North Southport<br>Avenue | \$510.19 |

*Damage To Vehicle.*

*Department Of Fire:  
Account Number 100-99-2005-0934-0934.*

| Name And Address                                                                                                          | Date And Location                            | Amount    |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------|
| Lisa Beard and State Farm<br>Insurance Company<br>2702 Ireland Grove Road<br>P.O. Box 2311<br>Bloomington, Illinois 61702 | 7/13/01<br>330 West 104 <sup>th</sup> Street | \$ 516.00 |
| Samuel Carmickle and Allstate<br>Insurance Company<br>P.O. Box 227257<br>Dallas, Texas 75222                              | 10/18/01<br>3546 West Fulton<br>Street       | 1,221.00  |
| Everardo Valencia<br>2437 West McLean Avenue<br>Chicago, Illinois 60647                                                   | 7/4/01<br>2437 West McLean<br>Avenue         | 1,743.00  |

*Damage To Vehicle.*

*Department Of Streets And Sanitation/Bureau Of Electricity:  
Account Number 100-99-2005-0934-0934.*

| Name And Address                                                            | Date And Location                 | Amount    |
|-----------------------------------------------------------------------------|-----------------------------------|-----------|
| Suzanne Roberts<br>2625 North Mozart Street<br>Chicago, Illinois 60647      | 6/14/01<br>2638 North Troy Street | \$ 85.00* |
| Carlos E. Cruz, Sr.<br>8524 South Houston Avenue<br>Chicago, Illinois 60617 | 11/1/01<br>2812 O'Grady Court     | 867.00    |

*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            |
|---------------------------------------------------------------------------------------|--------------------------------------------|-------------------|
| Stephanie M. Osborne<br>3944 West 105 <sup>th</sup> Street<br>Chicago, Illinois 60655 | 7/9/01<br>11230 South Marshfield<br>Avenue | \$1,946.00        |
| Stephanie R. Thurman<br>9603 South Wentworth<br>Avenue<br>Chicago, Illinois 60628     | 2/7/02<br>9603 South Wentworth<br>Avenue   | 993.00<br>400.00* |

---

\* To City of Chicago, Bureau of Parking

*Damage To Property.*

*Department Of Streets And Sanitation/Bureau Of Sanitation:  
Account Number 300-99-2005-0934-0934.*

| Name And Address                                                        | Date And Location                      | Amount   |
|-------------------------------------------------------------------------|----------------------------------------|----------|
| James J. Carroll<br>10301 South Homan Avenue<br>Chicago, Illinois 60655 | 3/2/02<br>10301 South Homan<br>Avenue  | \$ 69.00 |
| Mildred Wilburn<br>7621 South Euclid Avenue<br>Chicago, Illinois 60649  | 2/12/02<br>7621 South Euclid<br>Avenue | 145.00   |

*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            |
|----------------------------------------------------------------------------------|------------------------------------------|-------------------|
| Michelle J. Browne<br>7233 South South Shore<br>Drive<br>Chicago, Illinois 60649 | 1/3/00<br>4800 South Lake Shore<br>Drive | \$770.00          |
| Steve O'Connor<br>4010 North Leclaire Avenue<br>Chicago, Illinois 60641          | 7/16/01<br>4010 North Leclaire<br>Avenue | 495.00<br>355.00* |

---

\* To City of Chicago, Bureau of Parking



| Name And Address                                                                                                             | Date And Location                        | Amount             |
|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--------------------|
| Sylvia Zamora and State Farm<br>Insurance Company<br>2702 Ireland Grove Road<br>P.O. Box 2311<br>Bloomington, Illinois 61702 | 1/31/02<br>6658 South Lawndale<br>Avenue | \$300.00<br>50.00* |

; and

*Be It Further Ordered*, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant on account of underground leaks:

| Name And Address                                                            | Date And Location                                           | Amount   |
|-----------------------------------------------------------------------------|-------------------------------------------------------------|----------|
| Kostner Street, L.L.C.<br>1030 West North Avenue<br>Chicago, Illinois 60651 | 11/30/00 to 5/22/01<br>1334 -- 1354 North<br>Kostner Avenue | \$400.00 |

---

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS  
FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 rebates 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number 100-99-2005-0939-0939:

[List of claimants printed on pages 91302  
through 91303 of this *Journal*.]

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 7/31/2002

| CONDOMINIUM/<br>COOPERATIVE<br>NAME | NO. OF<br>ELIGIBLE<br>UNITS | TYPE             | AMOUNT OF<br>REBATE | ***** SPONSOR ***** |    |
|-------------------------------------|-----------------------------|------------------|---------------------|---------------------|----|
| ASTOR VILLA CONDOMINIUM ASSN.       | 49                          | SEMI-ANNUAL 1999 | 1,837.50            | BURTON F. NATARUS   | 42 |
| AUSTIN MANOR CONDO ASSOC.           | 16                          | ANNUAL 1999      | 1,200.00            | PATRICK J. LEVAR    | 45 |
| BELLE PLAINE CONDO. ASSOC.          | 24                          | ANNUAL 1999      | 1,800.00            | MICHAEL A. WOJCIK   | 30 |
| CAMERON COURT CONDO. ASSN.          | 18                          | ANNUAL 1999      | 1,350.00            | MICHAEL A. WOJCIK   | 30 |
| CARL SANDBURG VILLAGE CONDO. /      | 616                         | SEMI-ANNUAL 1999 | 21,299.00           | BURTON F. NATARUS   | 42 |
| CEDAR STREET CORPORATION            | 31                          | SEMI-ANNUAL 1999 | 1,162.50            | BURTON F. NATARUS   | 42 |
| CENTRAL CONDOMINIUM ASSOC.          | 12                          | ANNUAL 1999      | 900.00              | PATRICK J. LEVAR    | 45 |
| CHATHAM PARK VILLAGE CONDO          | 552                         | SEMI-ANNUAL 1999 | 13,419.00           | FREDERICK LYLE      | 06 |
| CONCORD LANE CONDOMINIUM ASSN.      | 18                          | ANNUAL 1999      | 1,350.00            | GINGER RUGAI        | 19 |
| EAST OF EDENS CONDOMINIUM           | 24                          | ANNUAL 1999      | 1,800.00            | MICHAEL A. WOJCIK   | 30 |
| FAIRFIELD COURT CONDO. ASSN         | 9                           | ANNUAL 1999      | 675.00              | BERNARD L. STONE    | 50 |
| GALEWOOD SOUTH CONDOMINIUM          | 12                          | ANNUAL 1999      | 900.00              | WILLIAM JP BANKS    | 36 |
| GASLIGHT VILLAGE CONDO ASSN.        | 81                          | SEMI-ANNUAL 1999 | 3,037.50            | BERNARD J. HANSEN   | 44 |
| GRANVILLE BEACH CONDO. ASSN.        | 312                         | ANNUAL 1999      | 15,239.56           | MARY ANN SMITH      | 48 |
| GRANVILLE GARDENS CONDO ASSOC.      | 18                          | ANNUAL 1999      | 1,350.00            | PATRICK J. O'CONNOR | 40 |
| HOME BY THE PARK CONDOMINIUMS       | 13                          | ANNUAL 1999      | 975.00              | BERNARD L. STONE    | 50 |
| KEYSTONE GARDENS #1 CONDO. ASSN     | 24                          | ANNUAL 1999      | 1,800.00            | MICHAEL A. WOJCIK   | 30 |
| KEYSTONE TERRACE CONDO. ASSN.       | 11                          | ANNUAL 1999      | 825.00              | MICHAEL A. WOJCIK   | 30 |
| KINGS CORNER CONDO. ASS'N.          | 6                           | ANNUAL 1999      | 450.00              | PATRICK J. LEVAR    | 45 |
| LAWRENCE PLACE CONDO ASSOC          | 24                          | ANNUAL 1999      | 1,800.00            | WILLIAM JP BANKS    | 36 |
| MANOR HOUSE CONDO ASSOCIATION       | 16                          | ANNUAL 1999      | 1,200.00            | MARY ANN SMITH      | 48 |
| MO-AD CORPORATION                   | 14                          | ANNUAL 1999      | 1,050.00            | RICHARD F. MELL     | 33 |
| NEENAH MANOR CONDO ASSOCIATION      | 17                          | ANNUAL 1999      | 1,275.00            | WILLIAM JP BANKS    | 36 |
| NEWPORT CONDOMINIUM ASSN.           | 728                         | SEMI-ANNUAL 1999 | 17,752.18           | TONI PRECKWINKLE    | 04 |
| DAKFIELD WEST CONDO ASSN.           | 224                         | ANNUAL 1999      | 14,181.64           | WILLIAM JP BANKS    | 36 |
| PACIFIC TERRACE ASSC.               | 6                           | ANNUAL 1999      | 450.00              | WILLIAM JP BANKS    | 36 |
| PAULINA CONDOMINIUM ASSOC.          | 14                          | ANNUAL 1999      | 862.00              | EUGENE C. SCHULTER  | 47 |
| PRINTERS ROW CONDO. ASSOC.          | 94                          | SEMI-ANNUAL 1999 | 3,525.00            | MADELINE HAITHCOCK  | 02 |
| ROBEY POINTE CONDO ASSOC.           | 14                          | ANNUAL 1999      | 1,050.00            | EUGENE C. SCHULTER  | 47 |
| ROSEDALE CONDOMINIUM ASSN.          | 6                           | ANNUAL 1999      | 450.00              | MARY ANN SMITH      | 48 |
| SHERIDAN SHORES CONDOMINIUM         | 74                          | ANNUAL 1999      | 5,550.00            | MARY ANN SMITH      | 48 |
| SHERWOOD CASTLE CONDO. ASSN.        | 6                           | ANNUAL 1999      | 450.00              | BERNARD L. STONE    | 50 |
| THE HERMITAGE CONDO. ASS'N.         | 239                         | SEMI-ANNUAL 1999 | 9,840.00            | BURTON F. NATARUS   | 42 |
| THE PARKSHORE CONDOMINIUMS          | 483                         | SEMI-ANNUAL 1999 | 16,924.50           | BURTON F. NATARUS   | 42 |
| THE RIVER PLAZA CONDOMINIUM         | 679                         | SEMI-ANNUAL 1999 | 25,462.50           | BURTON F. NATARUS   | 42 |
| THE 100 BELLEVUE PLACE CONDO        | 171                         | SEMI-ANNUAL 1999 | 6,412.50            | BURTON F. NATARUS   | 42 |
| VILLAS OF JEFFERSON PARK            | 10                          | ANNUAL 1999      | 750.00              | PATRICK J. LEVAR    | 45 |
| WASHTENAW-SCHUBERT CONDO. ASS'N     | 16                          | ANNUAL 1999      | 1,200.00            | BILLY OCASIO        | 26 |
| WINDSOR CONDOMINIUM ASSOC.          | 9                           | ANNUAL 1999      | 675.00              | PATRICK J. LEVAR    | 45 |
| WINDSOR POINT CONDOMINIUM ASSN      | 24                          | ANNUAL 1999      | 1,800.00            | PATRICK J. LEVAR    | 45 |
| WINDSOR WEST CONDO ASSOC.           | 36                          | ANNUAL 1999      | 2,700.00            | PATRICK J. LEVAR    | 45 |
| WINNITT PARK CONDO. ASSOC.          | 15                          | ANNUAL 1999      | 1,125.00            | EUGENE C. SCHULTER  | 47 |
| 1319-21 W. ARDMORE CONDO. ASSC      | 6                           | ANNUAL 1999      | 450.00              | MARY ANN SMITH      | 48 |
| 1415 DEARBORN PKWY CONDO ASSOC      | 95                          | SEMI-ANNUAL 1999 | 2,190.00            | BURTON F. NATARUS   | 42 |
| 1431-33 W. ROSEMONT CONDO. ASSN.    | 6                           | ANNUAL 1999      | 450.00              | PATRICK J. O'CONNOR | 40 |

91302

JOURNAL-CITY COUNCIL--CHICAGO

7/31/2002

7/31/2002

## REPORTS OF COMMITTEES

91303

C I T Y   O F   C H I C A G O  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE (COUNCIL ORDERS--PASSED)

MEETING DATE 7/31/2002

| CONDOMINIUM/<br>COOPERATIVE<br>NAME | NO. OF<br>ELIGIBLE<br>UNITS | TYPE        | AMOUNT OF<br>REBATE | ***** SPONSOR ***** |                    |    |
|-------------------------------------|-----------------------------|-------------|---------------------|---------------------|--------------------|----|
| 1448 N. LAKE SHORE DRIVE            | 53                          | SEMI-ANNUAL | 1999                | 1,987.50            | VI DALEY           | 43 |
| 1500 LAKE SHORE DRIVE BUILDING      | 57                          | SEMI-ANNUAL | 1999                | 2,137.50            | VI DALEY           | 43 |
| 155 HARBOR DRIVE CONDO ASSOC        | 742                         | SEMI-ANNUAL | 1999                | 17,085.40           | BURTON F. NATARUS  | 42 |
| 1633 W. THOME CONDO. ASSN.          | 20                          | ANNUAL      | 1999                | 1,500.00            | PATRICK J O'CONNOR | 40 |
| 180 EAST PEARSON HOMEOWNERS         | 260                         | SEMI-ANNUAL | 1997                | 7,750.00            | BURTON F. NATARUS  | 42 |
| 1961-71 W. WINONA CONDO. ASSN.      | 13                          | ANNUAL      | 1999                | 975.00              | EUGENE C. SCHULTER | 47 |
| 2615 W. FOSTER CONDO ASSN.          | 15                          | ANNUAL      | 1999                | 1,125.00            | PATRICK J O'CONNOR | 40 |
| 2626 LAKEVIEW CONDO ASSOC           | 491                         | SEMI-ANNUAL | 1999                | 8,662.95            | VI DALEY           | 43 |
| 2800 LAKE SHORE DR. CONDO           | 657                         | SEMI-ANNUAL | 1997                | 7,132.00            | BERNARD J. HANSEN  | 44 |
| 4200 N. MARINE DRIVE CONDO.         | 65                          | ANNUAL      | 1999                | 4,336.00            | HELEN SHILLER      | 46 |
| 4880 MARINE DRIVE CONDO. ASSN.      | 119                         | ANNUAL      | 1997                | 1,950.00            | MARY ANN SMITH     | 48 |
| 4900 MARINE DRIVE CONDO. ASSN.      | 82                          | ANNUAL      | 1999                | 5,040.00            | MARY ANN SMITH     | 48 |
| 5100 N. SHERIDAN ROAD CONDO.        | 41                          | ANNUAL      | 1999                | 3,075.00            | MARY ANN SMITH     | 48 |
| 5445 N. KENMORE HOMEOWNERS ASC      | 6                           | ANNUAL      | 1999                | 450.00              | MARY ANN SMITH     | 48 |
| 5455 EDGEWATER PLAZA CONDO          | 465                         | ANNUAL      | 1999                | 30,279.00           | MARY ANN SMITH     | 48 |
| 5500 WEST HIGGINS CONDO. ASSN.      | 10                          | ANNUAL      | 1999                | 750.00              | PATRICK J. LEVAR   | 45 |
| 6118 N. SHERIDAN ROAD CONDO.        | 115                         | ANNUAL      | 1999                | 0,625.00            | MARY ANN SMITH     | 48 |
| 6717 WEST IRVING PARK CONDO         | 12                          | ANNUAL      | 1999                | 730.00              | THOMAS ALLEN       | 38 |
| 707 JUNIOR TERRACE CONDO. ASSN      | 15                          | ANNUAL      | 1999                | 1,125.00            | HELEN SHILLER      | 46 |
| 912-14 WINONA CONDO ASSC.           | 6                           | ANNUAL      | 1999                | 450.00              | MARY ANN SMITH     | 48 |
| 929 AINSLIE CONDO ASSOC.            | 5                           | ANNUAL      | 1999                | 375.00              | MARY ANN SMITH     | 48 |

AUTHORIZATION FOR PAYMENT OF SENIOR  
CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number 314-99-2005-9148-0938:

[List of claimants printed on page  
91306 of this *Journal*.]

---

*Do Not Pass* -- SUNDRY CLAIMS  
FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, Small Claims Division, to which was referred on May 17, 2002, and on subsequent dates, sundry claims as follows:

Abrams, Vashti C. and Interstate Bankers

Bertsche, Frederick and Joanne and State Farm Insurance Company

Chretien, Celia

Elmore, Elizabeth Schnorf

Foley, James

(Continued on page 91307)

COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEWER REBATE JOURNAL

| NAME                               | FIR NUMBER         | ALDERMAN       | AMOUNT   |
|------------------------------------|--------------------|----------------|----------|
| AUSTIN, ADELAIDE                   | 20-12-100-003-1121 | 04 PRECKWINKLE | 50.00    |
| RACON, JANET                       | 17-10-400-012-1291 | 42 NATARUS     | 50.00    |
| BAUMCHEN, JOSEPH                   | 14-08-310-024-0000 | 46 SHILLER     | 50.00    |
| BISHOP, MABLE A.                   | 14-05-211-024-1006 | 48 SMITH       | 50.00    |
| BORYSIAK, STEFAN                   | 13-09-328-059-1006 | 45 LEVAR       | 50.00    |
| BRANTLEY, VERNA L.                 | 20-34-413-024-0000 | 06 LYLE        | 50.00    |
| BRDOSKY, HARVEY S.                 | 14-16-304-039-1250 | 46 SHILLER     | 50.00    |
| CHAPMAN, DOROTHY M.                | 14-16-301-041-1217 | 46 SHILLER     | 50.00    |
| CLARK, ALTA                        | 20-11-206-058-0000 | 04 PRECKWINKLE | 50.00    |
| COHEN, STEPHEN Z.                  | 17-10-400-012-1229 | 42 NATARUS     | 50.00    |
| DEWZIER, DOROTHY R.                | 14-05-210-023-1062 | 48 SMITH       | 50.00    |
| DONAHUE, DOLORES & PATTERSON, CEIL | 17-10-318-031-1042 | 42 NATARUS     | 50.00    |
| DONDUAN, ANN T.                    | 13-16-110-099-1001 | 45 LEVAR       | 50.00    |
| DRAZENOVIC, KATHERINE              | 20-11-420-035-0000 | 04 PRECKWINKLE | 50.00    |
| FELIX, ANNA                        | 14-28-201-015-1212 | 44 HANSEN      | 50.00    |
| FELIX, ANNA                        | 14-28-201-015-1212 | 44 HANSEN      | 50.00    |
| FISCHER, UERA                      | 14-06-213-014-0000 | 50 STONE       | 50.00    |
| FREEMAN, RUTH H.                   | 13-16-114-048-1005 | 45 LEVAR       | 50.00    |
| GELFMAN, IRINA                     | 13-02-220-043-0002 | 50 STONE       | 50.00    |
| GROLDSON, ARLETTA D.               | 20-12-100-003-1322 | 04 PRECKWINKLE | 50.00    |
| HANDMAN, LUBY                      | 17-10-400-012-1839 | 42 NATARUS     | 50.00    |
| HANDMAN, MORRIS                    | 17-10-400-012-1837 | 42 NATARUS     | 50.00    |
| HANKINS, DOROTHY A.                | 14-08-407-022-1197 | 48 SMITH       | 50.00    |
| HILLIGOSS, MARLENE                 | 14-08-203-001-0000 | 48 SMITH       | 50.00    |
| HILLMAN, ELLEN                     | 14-28-200-004-1037 | 44 HANSEN      | 50.00    |
| HOLMES, WALTER E.                  | 17-10-400-012-1677 | 42 NATARUS     | 50.00    |
| HONEYCUTT, ROSA M.                 | 13-16-102-025-1001 | 45 LEVAR       | 50.00    |
| HOROCZI, MARIA                     | 14-06-120-005-1021 | 40 O'CONNOR    | 50.00    |
| HUNFAL, LINDSAY                    | 14-16-300-028-1003 | 46 SHILLER     | 50.00    |
| KHOSHABA, BERTHA H.                | 17-10-400-012-1042 | 42 NATARUS     | 50.00    |
| KHOSHABA, BERTHA H.                | 17-10-400-012-1042 | 42 NATARUS     | 50.00    |
| KHOSHABA, BERTHA H.                | 17-10-400-012-1042 | 42 NATARUS     | 50.00    |
| KHOSHABA, BERTHA H.                | 17-10-400-012-1042 | 42 NATARUS     | 50.00    |
| KHOSHABA, BERTHA H.                | 17-10-400-012-1042 | 42 NATARUS     | 50.00    |
| KIRSH, MILDRED                     | 17-10-400-012-1933 | 42 NATARUS     | 50.00    |
| KRASUSKI, ANTHONY                  | 13-09-322-045-1004 | 45 LEVAR       | 50.00    |
| LYNG, SHEILA M.                    | 17-04-216-064-1408 | 42 NATARUS     | 50.00    |
| MAKRIS, GEORGIA K.                 | 17-10-400-012-1544 | 42 NATARUS     | 50.00    |
| MINTEN, PEARL J.                   | 14-08-203-016-1227 | 48 SMITH       | 50.00    |
| NICHOLAS, B. PHYLLIS               | 17-10-400-012-1664 | 42 NATARUS     | 50.00    |
| NIXON, DORIS                       | 14-08-203-016-1344 | 46 SHILLER     | 50.00    |
| O'CONNELL, WILLIAM F.              | 17-10-400-012-1745 | 42 NATARUS     | 50.00    |
| O'CONNOR, THOMAS J.                | 17-10-400-012-1296 | 01 GWYNETH     | 50.00    |
| O'CONNOR, VIRGINIA E.              | 17-03-102-034-1019 | 42 NATARUS     | 50.00    |
| O'TOOLE, ROBERT D.                 | 14-08-203-017-1169 | 48 SMITH       | 50.00    |
| RADZICKI, LUCILLE                  | 14-28-201-015-1106 | 44 HANSEN      | 50.00    |
| SALSTONE, ALYNE                    | 17-03-211-030-1022 | 42 NATARUS     | 50.00    |
| SHAFFER, BARBARA J.                | 17-10-318-031-1159 | 42 NATARUS     | 50.00    |
| SHAH, NILA V.                      | 14-16-301-041-1261 | 46 SHILLER     | 50.00    |
| STOJEK, ISABELLA M.                | 12-14-112-025-1192 | 36 BANKS       | 50.00    |
| SULEYMAN, SAFA                     | 14-05-211-023-1180 | 48 SMITH       | 50.00    |
| TURNBARTTES, VINCENT               | 12-25-201-045-1003 | 36 BANKS       | 50.00    |
| USLANDER, CONSTANCE                | 14-21-307-047-1039 | 44 HANSEN      | 50.00    |
| WEINER, EUGENE H.                  | 14-05-211-016-1044 | 48 SMITH       | 50.00    |
| WEINSTEIN, ROSLYN                  | 14-05-403-021-1183 | 48 SMITH       | 50.00    |
| WHITE, MARLE L.                    | 20-11-105-013-0000 | 04 PRECKWINKLE | 50.00    |
| WYDER, FLORENCE                    | 11-31-121-025-1012 | 50 STONE       | 50.00    |
| * TOTAL AMOUNT                     |                    |                | 2,850.00 |

(Continued from page 91305)

Gore, Scott and West Bend Mutual Insurance Company

Jaworski, Zygmunt and State Farm Insurance Company

John, Kim J. and Allstate Insurance Company

Johnson, Willie Lee

Krisik, Stephen

Landa, Steven

Laws, Sharon

Mazur, Susan

McElroy, Jeannette

Mitchell, William and State Farm Insurance Company

Nagle, Joseph S.

O'Brien, Thomas S.

O'Connell, William R. and The Hartford

Pennie, Mary

Pilecki, Janina

Polish Catholic Church

Rich, Nancy J.

Riggio, Paul and Nancy

Sanchez, Rodolfo

Shah, Dipak and State Farm Insurance Company



Tams, Michael and Farmers Insurance Company

Turek, Kenneth

Van Buren Park Apartments

Velazquez, Gregorio and Valor Insurance Company

Wesley, Loretta

Yates, Ella

Zayas, Abimael and Allstate Insurance Company,

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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

*Placed On File* -- APPLICATIONS FOR CITY OF CHICAGO  
CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Finance, having had under consideration two applications for City of Chicago charitable solicitation (tag day) permits:

- A. Little City Foundation  
October 3, 2002 through October 5, 2002 -- citywide;
- B. Children's Benefit League of Chicago and Suburbs  
April 11, 2003 through April 12, 2003 -- citywide,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed applications transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

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

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said applications and report were *Placed on File*.

**COMMITTEE ON THE BUDGET AND  
GOVERNMENT OPERATIONS.**

---

APPOINTMENT OF MR. WILLIAM ABOLT AS DIRECTOR  
OF OFFICE OF BUDGET AND MANAGEMENT.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on the Budget and Government Operations, having had under consideration a communication and report recommending the appointment of William Abolt as Budget Director, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the appointment.

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 committee's recommendation was *Concurred In* and the said proposed appointment of Mr. William Abolt as Director of the Office of Budget and Management was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays -- None.*

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

---

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND  
AMENDMENT OF YEAR 2002 ANNUAL APPROPRIATION  
ORDINANCE WITHIN FUND 925 NECESSARY TO  
REFLECT INCREASE IN FUNDS RECEIVED  
FROM FEDERAL, STATE AND  
PRIVATE AGENCIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an amendment to the year 2002 Annual Appropriation Ordinance necessary to reflect an increase in the amount of funds received from federal, state and/or private agencies, and 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2002 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, In accordance with Section 8 of such Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by these entities for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; and

WHEREAS, The City through its Department of Public Health ("Health") has been awarded state grant funds in the amount of Thirty-nine Thousand Dollars (\$39,000) by the Illinois Department of Public Health ("I.D.P.H.") which shall be used for the AIDS Surveillance Evaluation Project; and

WHEREAS, The City through Health has been awarded additional federal grant funds in the amount of Seven Hundred Seventy-five Thousand Dollars (\$775,000) by I.D.H.P. which shall be used for the Regional HIV Prevention Project; and

WHEREAS, The City through its Department on Aging ("Aging") has been awarded additional federal grant funds in the amount of One Hundred Forty-five Thousand Dollars (\$145,000) by the Illinois Department on Aging ("I.D.O.A.") which shall be used for the Older Americans Act ("O.A.A.") Title III E Family Caregivers Project; and

WHEREAS, The City through Aging has been awarded additional federal grant funds in the amount of Sixteen Thousand Dollars (\$16,000) by I.D.O.A. which shall be used for the O.A.A. Title III B Ombudsman Project; and

WHEREAS, The City through Aging has been awarded additional federal grant funds in the amount of Eighteen Thousand Dollars (\$18,000) by I.D.O.A. which shall be used for the O.A.A. Title VII Ombudsman Project; and

WHEREAS, The City through Aging has been awarded additional federal grant funds in the amount of Four Thousand Dollars (\$4,000) by I.D.O.A. which shall be used for the O.A.A. Title VII Elder Abuse Project; and

WHEREAS, The City through Aging has been awarded additional federal grant funds in the amount of One Hundred Seventy-two Thousand Dollars (\$172,000) by I.D.O.A. which shall be used for the O.A.A. Title III C Nutrition Project; and

WHEREAS, The City through Aging has been awarded additional federal grant funds in the amount of Sixty-one Thousand Dollars (\$61,000) by I.D.O.A. which shall be used for the Commodity Food Reimbursement Project; and

WHEREAS, The City through Aging has received additional program income funds in the amount of Seventy Thousand Dollars (\$70,000) which shall be used for the O.A.A. Nutrition Program -- Home Delivered Meals Project; and

WHEREAS, The City through Aging has been awarded additional state grant funds in the amount of Fourteen Thousand Dollars (\$14,000) by I.D.O.A. which shall be used for State Title III B Services; and

WHEREAS, The City through its Department of Police has been awarded federal grant funds in the amount of Sixteen Million Fifty Thousand Dollars (\$16,050,000) by the United States Department of Transportation which shall be used for the Transportation Security Administration Agreement Project; and

WHEREAS, The City through its Department of Environment has been awarded state grant funds in the amount of Two Hundred Eighteen Thousand Dollars (\$218,000) by the Illinois Department of Commerce and Community Affairs which shall be used for the Solar Photovoltaic Installation Project; now, therefore,

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

SECTION 1. The sum of Seventeen Million Five Hundred Eighty-two Thousand Dollars (\$17,582,000) not previously appropriated, representing increased grant awards, has become available for appropriation for the year 2002.

SECTION 2. The sum of Seventeen Million Five Hundred Eighty-two Thousand Dollars (\$17,582,000) not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 2002, and the Annual Appropriation Ordinance for the year 2002, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

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

SECTION 4. This ordinance shall be in full force and effect upon its passage and approval.

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

*Exhibit "A".*

*Amendment To The 2002 Appropriation Ordinance.*

| Code                               | Department<br>And Item                            | Strike<br>Amount | Add<br>Amount |
|------------------------------------|---------------------------------------------------|------------------|---------------|
| Estimate Of Grant Revenue For 2002 |                                                   |                  |               |
|                                    | Awards from Agencies of the<br>Federal Government | \$929,257,317    | \$946,498,317 |
|                                    | Awards from Agencies of the<br>State Government   | 390,883,000      | 391,154,000   |
|                                    | Grant Program Income                              | 17,050,000       | 17,120,000    |

7/31/2002

## REPORTS OF COMMITTEES

91315

| Code   | Department<br>And Item                                     | Strike<br>Amount | Add<br>Amount |
|--------|------------------------------------------------------------|------------------|---------------|
| 925 -- | Grant Funds                                                |                  |               |
| 41     | Department Of Public Health:                               |                  |               |
|        | AIDS Surveillance Evaluation                               |                  | \$ 39,000     |
|        | Regional HIV Prevention -- I.D.P.H.                        | \$1,692,000      | 2,467,000     |
| 47     | Department On Aging:                                       |                  |               |
|        | O.A.A. Title III E Family Caregivers                       | 1,853,000        | 1,998,000     |
|        | O.A.A. Title III B Ombudsman                               | 241,000          | 257,000       |
|        | O.A.A. Title VII Ombudsman                                 | 59,000           | 77,000        |
|        | O.A.A. Title VII Elder Abuse                               | 21,000           | 25,000        |
|        | Older Americans Act Title III<br>C Nutrition               | 6,528,000        | 6,700,000     |
|        | Commodity Food Reimbursement                               | 2,201,000        | 2,262,000     |
|        | O.A.A. Nutrition Program Income --<br>Home Delivered Meals | 825,000          | 895,000       |
|        | State Title III B Services                                 | 907,000          | 921,000       |
| 57     | Department Of Police:                                      |                  |               |
|        | Transportation Security<br>Administration Agreement        |                  | 16,050,000    |
| 72     | Department Of Environment:                                 |                  |               |
|        | Solar Photovoltaic Installation --<br>D.C.C.A.             |                  | 218,000       |



AUTHORIZATION FOR EXECUTION OF AGREEMENTS FOR  
DISBURSEMENT OF EMPOWERMENT ZONE/ENTERPRISE  
COMMUNITY GRANT FUNDS TO VARIOUS ENTITIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the execution of agreements with various agencies 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 Human Services through its predecessor agency the Illinois Department of Public Aid ("I.D.H.S.") for use by the City for projects benefitting residents of the E.Z. Area ("E.Z. Eligible Projects"); and

WHEREAS, The I.D.H.S. 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 the I.D.H.S. 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 "E.Z./E.C. Areas"), making the City eligible for State funds ("E.C. Funds", and 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.H.S. 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.H.S. 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 Coordinating Council has approved revisions to the E.Z./E.C. Projects contained in Section 2, 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 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:                   CH Millery, L.L.C.  
       Project Name:           Economic Empowerment  
       Location:               6430 -- 6440 South Ashland Avenue  
       Recommended:          \$100,000

CH Millery, L.L.C. will expand its manufacturing operations to include a production facility in the Englewood E.C.. The expansion will create new job opportunities that would be filled by Englewood E.C. residents.

B.     Grantee:                   Institute for Positive Living  
       Project Name:           Youth Futures/Open Book Program  
       Location:               435 East 35<sup>th</sup> Street  
       Recommended:          \$98,333

The Institute for Positive Living will offer an innovative educational program called the Open Book Program that will build the literacy, analytical thinking, communication and leadership skills of young adolescents between the ages of ten (10) -- fourteen (14) in the South E.Z.. The program will also hire on a part-time basis E.Z. residents to facilitate the implementation of the program.

C.     Grantee:                   The Resurrection Project  
       Project Name:           Affordable and Accessible Housing  
                                  Senior Housing Fund  
       Location:               1818 South Paulina Street  
       Recommended:          \$100,000

The Resurrection Project's Senior Housing Fund will increase resources available to senior citizens of the Pilsen/Little Village E.Z. Cluster to sustain quality, affordable housing. Eligible seniors must earn less than sixty percent (60%) of the Chicago area median income. Resources include the provision of rehab grants up to Six Thousand Five Hundred Dollars (\$6,500) to improve housing conditions and offering technical assistance on securing additional affordable housing resources/home repairs. In addition to improving the access to housing resources for seniors, the Resurrection Project will also create job opportunities and provide technical assistance for small, local, minority-owned construction businesses.

D.       Grantee:                   Will Feed Community Organization, Inc.  
          Project Name:           Youth Futures/Peace Community Center  
          Location:               6401 South Sangamon Street  
          Recommended:         \$100,000

Will Feed Community Organization, Inc. will provide a multi-faceted after-school youth program to students between the ages of five (5) -- eighteen (18) in the Englewood E.C.

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. The Department of Housing and the Department of Planning are authorized to waive those certain fees, if applicable, imposed by the City with respect to the properties subject to those Programs described in paragraph 2 above, as more fully set forth on Exhibit A, which is attached hereto, and, by reference thereto, is expressly incorporated herein as if set fully forth.

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 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 6. 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. 44 597.200(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 7. 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 IL 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 8. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph 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 9. This ordinance shall be effective from and after its passage and approval.

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

*Exhibit "A".*

*Fee Waivers.*

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

Termination Fees for Existing Water Taps.

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

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

---

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH  
EIGHTEENTH STREET DEVELOPMENT CORPORATION  
AND SOWETO CENTER CHICAGO FOR ALLOCATION  
OF EMPOWERMENT ZONE/ENTERPRISE  
COMMUNITY GRANT FUNDS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the execution of agreements with various agencies 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance 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 Human Services through its predecessor agency, the Illinois Department of Public Aid ("I.D.H.S.") for use by the City for projects benefitting residents of the E.Z. Area ("E.Z. Eligible Projects"); and

WHEREAS, The I.D.H.S. 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.H.S. 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 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.H.S. 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.H.S. 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 Coordinating Council has approved revisions to the E.Z./E.C. Projects contained in Section 2, 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 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:      | Eighteenth Street Development Corporation    |
|    | Project Name: | Capacity Building/Business Training for 2010 |
|    | Location:     | 1843 South Carpenter Street                  |
|    | Recommended:  | \$94,600                                     |

Eighteenth Street Development Corporation will provide increased access to business development resources to the entrepreneurs of the Pilsen/Little Village E.Z.. The organization will hold workshops and cover topics that focus on specific technical assistance needs.

|    |               |                                  |
|----|---------------|----------------------------------|
| B. | Grantee:      | Soweto Center Chicago            |
|    | Project Name: | Youth Futures/Harambee Project   |
|    | Location:     | 19 East 103 <sup>rd</sup> Street |
|    | Recommended:  | \$50,000                         |

The Harambee Project at the Soweto Center Chicago will enroll youth participants from the Calumet E.C. in basic skills, employment readiness, on-the-job training, remediation, career development, life management and entrepreneurial training. The training encompasses creative arts to build self-esteem and communicative skills, prevention and intervention workshops to address juvenile justice, drug abuse, teen pregnancy, problem solving and personal assessment strategies.

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. 44 597.200(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 IL 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 part 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.

---

AUTHORIZATION FOR TRANSFER OF YEAR 2002 FUNDS WITHIN  
COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 31, 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 transfer of funds within the City Council Committee on License and Consumer Protection, and 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 2002. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 2002 payable from such appropriations:

FROM:

| Purpose                  | Fund | Code<br>Department | Account | Amount     |
|--------------------------|------|--------------------|---------|------------|
| For Personal<br>Services | 0000 | 15-2225            | 0000    | \$8,000.00 |

TO:

| Purpose                        | Fund | Code<br>Department | Account | Amount     |
|--------------------------------|------|--------------------|---------|------------|
| For<br>Contractual<br>Services | 0100 | 15-2225            | 0100    | \$8,000.00 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council, Committee on License and Consumer Protection during the year 2002.

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

AUTHORIZATION FOR INSTALLATION OF WATER  
MAINS AT SPECIFIED LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on the Budget and Government Operations, having had under consideration seven orders (under separate committee reports) authorizing the installation of water mains at specified locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,  
*Chairman.*

On motion of Alderman Beavers, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following are said orders as passed:

*Portion Of North Campbell Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 1,310 feet of 8-inch ductile iron water pipe in North Campbell Avenue, from West Devon Avenue to West Granville Avenue, at a total estimated cost of \$302,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31034.

---

*Portions Of North Campbell Avenue And  
West Belle Plaine Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 691 feet of 8-inch ductile iron water pipe in North Campbell Avenue, from West Belle Plaine Avenue to West Irving Park Road and 656 feet of 8-inch ductile iron water pipe in West Belle Plaine Avenue, from North Campbell Avenue to North Western Avenue, at a total estimated cost of \$336,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31046.

---

*Portion Of South Christiana Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 845 feet of 8-inch ductile iron water pipe in South Christiana Avenue, from West 16<sup>th</sup> Street to West Ogden Avenue, at a total estimated cost of \$204,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31078.



*Portions Of West Grace Street And  
North Magnolia Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 288 feet of 8-inch ductile iron water pipe in West Grace Street, from North Lakewood Avenue to North Magnolia Avenue and 1,428 feet of 8-inch ductile iron water pipe in North Magnolia Avenue, from West Grace Street to West Addison Street, at a total estimated cost of \$425,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31084.

---

*Portions Of South Justine Street  
And West 50<sup>th</sup> Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 1,916 feet of 8-inch ductile iron water pipe in South Justine Street, from West 48<sup>th</sup> Street to West 51<sup>st</sup> Street and 298 feet of 8-inch ductile iron water pipe in West 50<sup>th</sup> Street, from South Justine Street to South Laflin Street, at a total estimated cost of \$512,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31069.

---

*Portion Of South Rockwell Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 645 feet of 12-inch ductile iron water pipe in South Rockwell Street, from West 21<sup>st</sup> Street to West Cermak Road, at a total estimated cost of \$154,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-30954.

*Portion Of North Sawyer Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 1,387 feet of 8-inch ductile iron water pipe in North Sawyer Avenue, from West Armitage Avenue to West Bloomingdale Avenue, at a total estimated cost of \$368,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31081.

---

**COMMITTEE ON BUILDINGS.**

---

AMENDMENT OF TITLE 4, CHAPTER 108, SECTION 081 OF  
MUNICIPAL CODE OF CHICAGO BY ESTABLISHMENT OF  
MINIMUM PUBLIC RESTROOM REQUIREMENTS  
FOR FILLING STATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Buildings, having had under consideration a proposed ordinance (which was introduced direct into Committee on July 22, 2002) relating to public restroom requirements, begs leave to recommend that Your Honorable Body do *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-108-081 of the Municipal Code of the City of Chicago is hereby amended by deleting the language in brackets and adding the language in italics, as follows:

4-108-081 Public Restroom Requirement.

The owner or operator of any filling station shall provide *at least one* clean and functional public restroom[s for both men and women].

Section 2. The effective date of Section 4-108-081 is hereby amended and shall be November 1, 2002.

SECTION 3. This ordinance shall be in full force and effect upon passage.

---

AMENDMENT OF TITLES 13 AND 18 OF MUNICIPAL CODE  
OF CHICAGO CONCERNING SCAFFOLDING AND  
OTHER STRUCTURES AND DEVICES.

The Committee on Buildings submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred May 29, 2002 and a substitute introduced, adopted and passed July 22, 2002) relating to scaffolding safety, 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 be effective upon passage and approval. Following passage and approval of this ordinance, the scaffolding permit requirement in Section 1 of this ordinance shall take effect on September 1, 2002; provided, however, that the operator training component of such permit requirement, in proposed Municipal Code Section 13-34-040(a) in Section 1 of this ordinance, shall not take effect until April 1, 2003. In all other respects, this ordinance shall be in full force and effect thirty days from passage and approval.

Respectfully,

(Signed) BERNARD L. STONE,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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. Title 13 of the Municipal Code of Chicago is hereby amended by adding a new Chapter 13-34, as follows:

*Chapter 13-34.*

*Scaffolding.*

*13-34-010 Definitions.*

*For purposes of this chapter, the following terms shall be defined as follows:*

- (a) "Operator" shall mean the person erecting, maintaining or using scaffolding.*
- (b) "Owner" shall mean the owner, manager, agent or other person in charge, possession or control of a building located within the city of Chicago. Where an owner is in charge, possession or control of only a portion of a building, the requirements of this chapter applicable to owners shall apply only to that portion.*
- (c) "Scaffold" or "scaffolding" shall mean one or more temporary elevated or suspended work units and their supporting structure(s), used for supporting one or more workers or materials or both. Aerial buckets, one-person harnesses, and ladders used singly (e.g., without platforms or ladder jacks), shall not be considered to be scaffolding for purposes of this chapter.*
- (d) "Scaffolding work" shall mean erecting or using, or allowing the erection or use of, scaffolding on a building located in the city of Chicago.*

*13-34-020 Scaffolding -- General Requirements.*

*(a) Construction. All scaffolding shall be so constructed as to insure the safety of persons working on, or passing under or passing by the scaffolding.*

*(b) Material. When the extent or location of scaffolding is such as to create an unusual fire hazard, the building commissioner may require the use of noncombustible material or of treated fire-resistive lumber.*

(c) *Safeguards.* All scaffolding shall be constructed, maintained and disassembled in a manner that follows accepted engineering practice and manufacturer's specifications. "American National Standard ANSI A10.8-2001 Safety Requirements For Scaffolding", as amended, and "American Society of Mechanical Engineers, ASME A/20.1-2001 Safety Requirements For Powered Platforms For Building Maintenance", as amended, shall be considered as accepted engineering practice, as shall other national standards deemed applicable by the building commissioner.

(d) When scaffolding is, or is expected to be, unoccupied for more than two hours, such scaffolding shall be safely and securely attached to the building in accordance with federal regulations, ANSI standards and the manufacturer's specifications.

(e) When wind conditions actually do, or are predicted or expected to, or based on other measurements can reasonably be extrapolated to, exceed a velocity at the scaffold level identified in the manufacturer's specifications as posing a hazard, such scaffolding shall be lowered to the ground and secured or, if required by the manufacturers' specifications, raised to the roof and secured.

#### 13-34-030 Scaffolding – Permit Required.

(a) With respect to any building in the city of Chicago that is:

(i) anywhere within the central business district, as defined in Section 9-4-010 of this Code, and is also over forty (40) feet above grade, or

(ii) over eighty (80) feet above grade,

the building's owner must obtain a scaffolding permit before scaffolding work may proceed on the building. A separate scaffolding permit shall be required for each building requiring scaffolding work. A scaffolding permit shall be effective for one year from the date of issuance. The scaffolding permit shall be valid only upon the operator's compliance with Section 13-34-040. The fee for a scaffolding permit and any amendments thereto shall be \$50.00. A new permit, and accompanying application, shall be required upon expiration of the existing permit.

(b) Application for the scaffolding permit shall be made to the building commissioner, who shall make available forms for this purpose. The applicant shall provide to the department of buildings a complete schedule of prospective scaffolding work for that owner's building for a one-year period. In the event that the owner intends to undertake scaffolding work not stated on the application, the owner shall

*obtain an amended scaffolding permit before commencing the erection or use of any such scaffolding.*

*(c) The applicant shall provide such information on the application as the building commissioner may require by regulation, including the name of the owner, the address of the building, the periods of time during which the scaffolding work will take place, the nature of the scaffolding work to be done, the type and size of the scaffolding to be used, and a telephone, wireless telephone, or pager number that will enable the city to contact the applicant at all times in case of emergency. The application shall include a signed statement by the applicant attesting that the applicant is familiar with all laws, rules and standards applicable to the scaffolding proposed in the application to be erected and used.*

*(d) The owner shall keep a copy of the scaffold permit at the scaffold site and at the owner's office, and shall produce that document for inspection upon the request of an authorized city official.*

*(e) The building commissioner is authorized to approve the erection of scaffolding on an emergency basis without issuance of a permit; provided, however, that a permit shall be applied for within three days of the erection of any such scaffolding.*

#### *13-34-040 Scaffolding Permit -- Training And Insurance Required.*

*(a) Before commencing the erection of, maintenance or use of any scaffolding subject to a scaffolding permit, an operator must obtain proof, satisfactory to the building commissioner, that the operator has successfully completed a training course in scaffolding safety approved by the building commissioner. Each natural person who participates in any way in the erection, maintenance or use of such scaffolding must obtain a separate proof that he or she has successfully completed such an approved training course.*

*(b) Before commencing the erection of any scaffolding subject to a scaffolding permit, the operator must obtain insurance against any liability, loss or claim caused by, or arising from the erection, disassembly, or use of, the scaffolding. Such insurance shall be issued by an insurer authorized to do business in Illinois, shall be in an amount no less than \$1,000,000.00 per occurrence and shall name the City of Chicago, its officers, employees and agents as additional insureds. The insurance shall be maintained in effect at all times that the scaffolding is present.*

*(c) The owner and the operator shall keep copies of all required proof of training and proof of insurance at the scaffold site and at the offices of the owner and the operator, and shall produce those documents for inspection upon the request of an*

*authorized city official.*

*(d) Unless this section is complied with for any scaffolding work on a building subject to a scaffolding permit, the scaffolding permit for that building shall be invalid and revocable.*

*(e) The proof of training and insurance required by this section shall be in addition to all other applicable code requirements, including permits required for installing construction canopies for any scaffolding over the public way.*

*13-34-050 Rulemaking Authority.*

*The building commissioner is authorized to promulgate rules to effectuate the purposes of this chapter, including rules applicable to one-person harnesses.*

*13-34-060 Penalty For Violation.*

*(a) Any person who participates in or allows the erection, operation or maintenance of scaffolding in violation of this chapter shall be subject to a fine of not less than \$1,000.00 and not more than \$10,000.00 for each offense. The liability of an owner and operator shall be joint and several. Each day of a continuing violation shall constitute a separate and distinct offense.*

*(b) The building commissioner or his designee is authorized to order the immediate stoppage of all work conducted on scaffolding that is in violation of this chapter.*

SECTION 2. Section 13-124-010 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets, and inserting the language in italics, as follows:

*13-124-010 Construction Safeguards -- Specifications.*

\* \* \* \* \*

(Subsection (a) of Section 13-124-010 is not affected by this amendment and is not shown here for editorial convenience.)



\* \* \* \* \*

(b) Accepted Engineering Practice. With respect to safeguards during construction, all applicable provisions of this Code and the following documents shall be considered as accepted engineering practice:

(1) American National Standard ANSI A10.4-[1981] 1990, Safety Requirements for Personnel Hoists;

(2) American National Standard ANSI A10.5-[1981] 1992, Safety Requirements for Material Hoists;

(3) [American National Standard ANSI A10.8-1977 Safety Requirements for Scaffolding;

(4)] American National Standard ANSI A12.1-1973 Safety Requirements for Floors and Walls Openings, Railings and Toeboards.

SECTION 3. Section 13-124-030 of the Municipal Code of Chicago is hereby deleted in its entirety and re-designated, as amended, as Section 13-34-020.

SECTION 4. Sections 13-96-820, 13-96-830 and 13-96-840 of Article XVIII, of Chapter 13-96 of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

#### *Article XVIII.*

##### *Exposed Metal Structures.*

##### 13-96-820 General Requirements.

Exposed metal structures shall conform to the provisions of Sections 13-96-830 to 13-96-870, inclusive. *For purposes of this Article XVIII, the term "exposed metal structures" shall be read broadly to include tank and sign structures, antennae, canopies, marquees, fire escapes, flagpoles, metal cornices, smoke stacks, permanently installed scaffolding (e.g., equipment installed for window cleaning and related services), and other structures and equipment permanently mounted or installed on the exterior of a building. For purposes of this Article XVIII, the term "supports" shall be read broadly to include anchors, guides, tracks, mounting brackets, other mounting hardware and all other forms of support.*

## 13-96-830 Maintenance.

It shall be the duty of the owner, agent or person in charge, possession or control of any building upon which or above which any exposed metal structure[, including tank and sign structures, canopies, marquees, fire escapes, flagpoles, metal cornices, and smoke stacks are] is now located or which may be erected, to maintain *all* such structures *and their supports* in a good and safe condition. Any exposed tank of larger than 250 gallons shall have a rustproof plate or tag attached to such tank or its supports, which tag shall show in letters or figures at least two inches high, the year and month in which the tank and its supports were installed.

## 13-96-840 Inspection.

Within two years after the erection or installation of any exposed metal structure and its supports, permitted by this Code upon or above the roof of any building, and at least once every five years thereafter, every such exposed metal structure now existing or hereafter erected *and its supports* shall be subject to a critical examination by a licensed architect or [a registered] *an Illinois-licensed* structural engineer, employed by the owner, agent or person in possession or control of the building. The licensed architect or [registered] *licensed* structural engineer shall prepare a report in writing showing the structural condition of the structure and its supports. Two copies of the report shall be submitted to the building commissioner. A report review fee in the amount of \$25.00, payable to the department of revenue, shall be required at the time of submission to the building commissioner. One copy of the report shall, if satisfactory to the building commissioner, be returned to the owner, agent or person in possession or control of the building, bearing a stamp of approval, signed by the building commissioner. Any person or entity who fails to comply with the provisions of this section shall be fined not less than \$100.00 but not more than \$500.00 for each offense.

SECTION 5. Chapter 18-30 of the Municipal Code of Chicago is hereby amended by inserting new Sections 18-30-2700 through 18-30-3000, inclusive, as follows:

*18-30-2700 Special Elevators And Permanent Window Washer Platforms.*

*Special elevators and permanent window washer platforms shall comply with the specific provisions of Sections 18-30-2710 and 18-30-2720.*

*18-30-2710 Elevators Of Special Character.*

*Stage, orchestra and other elevators of special character shall comply with all the*

*requirements for elevators which are applicable to the type of equipment used and for the purpose for which the elevator is installed. Tests and inspection shall cover also all additional equipment and accessories necessary for their full operation.*

*18-30-2720 Window Washer Power-Operated Platforms Of A Permanent Type.*

*Permanent window washing platforms shall comply with all the requirements of Chapter 18-30 of the Municipal Code of Chicago for elevators which are applicable to the type of equipment used and for the purpose for which the equipment is installed; also all additional parts and accessories necessary for their full operation.*

- (a) Plans and drawings shall be submitted for permit and shall be certified by a licensed architect or structural engineer, licensed to practice by the State of Illinois, in accordance with Section 13-40-010 of this code.*
- (b) In cases of practical installation difficulty or new developments, exceptions for the literal requirements of the installation may be granted by the Building Commissioner to permit the use of other devices or methods, but only when it is clearly evident that equivalent protection is thereby secured.*
- (c) Application for permit shall comply with Section 13-32-190, and shall be inspected in accordance with Sections 13-20-100 and 13-20-140 of this code.*
- (d) Raising or lowering of the platform shall be power-operated by overhead machinery.*
- (e) All wiring shall be done to conform with the requirements of the electrical provisions of the Chicago Electrical Code as it applied for outdoor installation.*
- (f) Roof Machinery.*
  - (1) Roof machinery cars shall have a counterweight stabilizing factor of at least three to one when platform is at lowest point of travel.*
  - (2) There shall be removable inspection plates on the worm gear housing for the purpose of inspecting the worm and gear. One plate shall be mounted adjacent to the mesh of the worm and gear, and one at the top of the gear housing.*

- (3) *All machines shall be of winding drum type, arranged so that only one layer of wire rope is permitted. The drums shall be of cast iron or steel and have spiral finished U-grooves properly spaced for the cable size used. The worms, worm gear and spur gears shall have machine cut teeth. Cast iron for gearing material shall not be permitted. Tight fitting keys or splines shall be used for all connections subject to torque or tension. Only direct or geared couplings shall be provided between the speed reduction unit and hoisting drum.*
- (4) *A primary brake shall be provided for normal stopping and holding of the platform. The primary brake shall be part of the driving machine assembly.*
- (5) *A governor operated secondary brake shall be installed in addition to the primary brake. The governor operated secondary brake shall be one of the following types:*
  - (a) *Direct applied shoe brake either externally or internally consisting of two brake arms carrying pivoted brake shoes with suitable flexible brake lining and arranged to apply directly upon the drum or substantial integral extensions of the drum.*
  - (b) *A self-energizing band brake, externally applied to the drum or substantial integral extensions of the drum. The brake shall be constructed of high tensile steel band and lined with suitable flexible brake lining.*
  - (c) *A geared brake employing mechanisms which are wholly independent of the main service drive. The brake shall be of the brake shoe type, the main drum gear shall be directly attached to the drum through body fitted bolts. If an auxiliary drum gear is used in connection with the secondary geared brake, it shall also be directly attached to the drum through body fitted bolts. The geared brake may be applied to the main service drum gear providing this gear is of heavy duty construction with the American Gear Manufacturers Association publication A.G.M.A. 440.03 June, 1959, service factor of not less than 1.5 under conditions of maximum braking effect.*

- (6) *Both the primary and secondary brakes shall be magnetically operated and spring set. Both brakes shall be arranged to operate on every stopping operation. In addition, the governor shall cause the secondary brake to set at 25 percent overspeed independent of normal stopping devices. Each brake shall be capable of stopping and holding the rated load.*
- (7) *All parts of the primary brake and of the secondary brake are to be readily accessible for the inspection and adjustment and shall be completely weather protected so that their function will be substantially the same under all weather conditions.*
- (8) *A governor test shall be made with a capacity load on the platform to determine whether the secondary brake will stop and hold the main drum in the event the drum exceeds 25 percent above the rated speed.*
- (9) *The diameter of drums and sheaves shall be 40 times the diameter of the hoisting ropes.*
- (10) *All structural members shall have a minimum factor of safety of five. All other components of the hoisting machinery shall have a factor of safety, based on the total static load, of eight for wrought iron or wrought steel and ten for cast iron, cast steel or other materials. Cast iron shall not be utilized in any load carrying capacity in the design of this equipment where it can be subjected to torsion, bending or tension.*
- (11) *Safety factor for hoisting cables shall be not less than 10.*
- (12) *The number and diameter of the cables shall be determined by using the required factor of safety and the rated ultimate strength of the cable. The computed load on the cables shall be the weight of the platform, plus its rated load, plus the weight of the hoisting cables. The minimum number of cables used shall be four. The minimum diameter of the cables shall be not less than 5/16's of an inch. Cables anchored to winding drums shall have not less than two complete turns of each cable on the winding drum when the platform has reached the limit of its travel.*
- (13) *Winding drum machine shall have final stopping switches on the machine. Normal top and bottom terminal switches shall be provided.*

- (14) *On 3-phase AC installations, the stopping switches on the machine shall be so arranged as to open the main line circuits to the motor and brake.*
- (15) *Slack cable switches attached to the platform hitch shall be provided for each individual cable.*

*(g) Suspended Working Platform.*

- (1) *The suspended working platform shall be fabricated of steel or aluminum or alloy of these basic structural metals.*
- (2) *Design of the working platform shall be of the girder or truss construction and shall be adequate to support its rated load with a safety factor of eight (8).*
- (3) *Welding, riveting and bolting of the platform members shall be in accordance with accepted practices.*
- (4) *Platforms shall be suitably guided and shall be stable through its entire operation from top or bottom or vice versa. Engaging guide rollers or guide shoes shall be so designed to compensate for variation in building contour. Guide shoe brackets or casting shall be of a material that will resist shear and tensile loading. Cast iron shall not be used.*
- (5) *All parts used in the construction or operation of the platform shall be fabricated from material that will consistently withstand severe local weather extremes.*
- (6) *Platforms shall have a minimum net width of 24 inches and shall be furnished with permanent guard rails 36 inches high in the front (building side) and on the sides and 42 inches high in the rear. Guard interstices shall be filled with metallic mesh or similar material and shall reject a ball of one (1) inch in diameter. If the platform is confined in its operation to a distance not exceeding 12 inches from the building, the mesh may be omitted on the front side, but a 4-inch toe guard along the front side must be provided. The platform flooring shall be of the nonskid type, open grating, which will reject a half (½) inch ball.*

- (7) *The platform shall be fastened to the cables by individual tapered babbitted sockets, and the cable sockets and method of socketing shall comply with the requirements of this chapter. Each shackle shall be arranged for individual adjustment for cable tension.*
- (h) *Ratings.*
  - (1) *The rated speed of the platform shall not exceed fifty (50) feet per minute in the down direction with a fully loaded platform and shall not be less than 80 percent of the rated speed in the up direction with the same load.*
  - (2) *The rated capacity of the platform shall not exceed twenty-five (25) pounds per square foot of platform area. The area shall be measured between the protection guards or toe guard and sides (ends) of the platform. Each platform shall bear a manufacturer's rating plate stating the maximum permissible net load which shall be the sum of the allowable load of men, tools, materials.*
- (i) *Roof Car Operating Devices And Control Equipment. The roof car shall be rigidly constructed to withstand the unbalanced forces to which it will be subjected, and shall move on steel tracks securely fastened to the building structure.*
  - (1) *If the roof car is not parked in a roof garage, it shall be fully enclosed to protect the operating equipment placed on it from all weather extremes.*
  - (2) *The roof car, when power operated, shall have a drive independent of the driving units used for the platform.*
  - (3) *The control shall include constant pressure means to move the roof car forward or reverse, and a separate stop switch shall be available at the operating station to prevent all motion.*
  - (4) *The roof car shall not be movable unless the platform is out of its guides and in proper position on the roof car.*

- (5) *Electric contacts or switches shall be provided and fastened to the building structure or roof car rails to indicate when the roof car is locked in proper place for placing of the platform in its guide.*
  - (6) *A power disconnect switch shall be permanently placed in roof car.*
- (j) *Platform Operating Devices And Control Equipment.*
- (1) *The control for the vertical travel of the platform shall be of the push button type and it shall be necessary to maintain a constant pressure on the "up" or "down" control button for operation. In addition, an emergency stop switch shall be provided which shall be of the positive open and close type. The control station and stop switch shall be permanently secured to one side guard of the platform and connected to the control panel through suitable rubber covered control cables.*
  - (2) *Where the platform length exceeds twenty (20) feet, an auxiliary control station shall be located at the opposite side guard of the platform. This control station shall include a constant pressure type of "run" button which must be held closed while the platform is being moved.*
  - (3) *Communication equipment shall be provided for each powered platform for use in an emergency.*
  - (4) *All platform controls shall be so designed as to operate on a nominal voltage of 120.*
  - (5) *The controller for operation of the platform shall be installed in the roof car. It shall be fully enclosed for protection from the weather.*
  - (6) *Automatic tension control shall be provided for control cables attached to platforms. When the tension in the control cable exceeds a safe limit, electrical interlocking contacts shall remove power from the vertical traveling hoistway machines and brakes.*



*18-30-2800 Mechanical Amusement Riding Devices.*

*Mechanical amusement riding devices shall comply with the specific provisions of Sections 18-30-2810 through 18-30-2850, inclusive.*

*18-30-2810 Standards.*

*All mechanical amusement devices shall be built of the material hereinafter enumerated, or of other materials approved by the Building Commissioner, substantially constructed and designed to withstand shocks and to afford adequate protection for passengers riding thereon; structural features shall meet the requirements prescribed elsewhere in this code. Handrails, handles, safety straps or other protective devices of suitable design shall be provided in all cars of roller coasters, scenic railways, ferris wheels, ships and other riding, sliding, rotating and rolling devices of similar type. Each horse on a merry-go-round shall be equipped with a stirrup and a bridle, also a strap on the horse rod to snap or buckle under the arms of the rider.*

*Ferris wheels, except of the portable type, shall have steel frames and steel tripods supported upon and anchored to concrete piers. Cars shall be of all steel construction or other suitable materials. Ferris wheels of portable type used in carnivals and under similar conditions, shall be of steel construction set on suitable bases under the towers and the side tripods.*

*Automatic handle bars shall be installed where vertical thrust is encountered. On an open structure, catwalks shall be provided for emergency and maintenance purposes.*

*All rides shall be guyed suitable to withstand wind pressure and unbalanced load. Footings, blocking and outriggers shall be secured so as to be stable under all operating conditions.*

*No amusement riding device shall be overcrowded or loaded in excess of its rated safe carrying capacity or safe operating speed.*

*All internal combustion engines used in driving riding devices shall be equipped with an overspeed governor.*

*All riding devices shall be fenced, enclosed, barricaded or otherwise guarded for public protection. No person shall knowingly use or permit to be used an amusement riding device which is not properly assembled or which is defective or unsafe in any of its parts, components, controls or safety equipment. In no case shall a safety*

*device installed on an amusement riding device be made inoperative.*

*Sufficient safe clearance shall be provided against injuries to all persons riding on any amusement riding devices when in motion.*

*Signal Systems. Signal systems for the starting and stopping of amusement riding devices shall be provided where the operator of the device does not have a clear view of the point at which passengers are loaded or unloaded. Any code of signals adopted shall be printed and kept posted at both the operator's and signalman's stations. All persons who may use these signals shall be carefully instructed in their use. Signals for the movement or operation of an amusement device shall not be given until all passengers and other persons who may be endangered are in a position of safety.*

#### *18-30-2820 Pit Requirements.*

*No device shall extend more than three feet below the ground level unless the sides and bottom of all pits are built of concrete; all pits shall be provided in the bottom with drains connected to the sewers. If pits are too deep to drain to the sewer by gravity, a syphon, automatic electric pump or other device shall be installed in the drain connection. The structure shall be of wood, steel or other serviceable material substantially fabricated and braced.*

#### *18-30-2830 Braking Devices.*

*Every roller coaster shall be provided with a terminal brake; it shall also be provided with an emergency brake that will immediately stop the train and shall be placed in some level spot on the structure; or, if approved by the Building Commissioner, on one of the curves. The emergency brake shall be under the control of the brakemen or other attendant at the loading platform. Every car or train shall also be equipped with a safety device arranged to catch and hold the car or train should the chain break or any other accident occur to the machinery while a car or train is in transit.*

*Roller Coasters having more than one train shall be provided with an automatic emergency system to prevent collisions. A stalled car or train shall stop all cars or trains behind it automatically. Anti-rollback devices shall be installed on all inclined tracks of roller coasters.*

*Roller Coaster Ride. In an amusement ride of the dip type, the up grade in each dip shall be so constructed that the cars will run up the structure at a speed such*

*that the cars will run over the top of the next dip without having a tendency to throw the passengers out of the cars. The cars shall be of substantial construction; they shall be equipped with dogs to drop into a sprocket chain or other approved device to pull the bar or train to the starting point of its travel.*

*18-30-2840 Electrical Requirements.*

*All mechanical amusement riding devices shall be provided with electric lighting if they are to be in use after sunset.*

*18-30-2850 Safety Test.*

*A test shall be made of every new mechanical amusement riding device and all safety devices shall be caused to function.*

*18-30-2900 Man Lifts.*

*Man lifts shall be designed in accordance with the provisions of the Safety Standard for Man Lifts ANSI A90.1-1969.*

*18-30-3000 Platform Lifts And Adjustable Loading Platforms.*

*Requirements: Every platform lift and adjustable loading platform shall be provided with a toe guard attached to the undersides of the platform. In areas accessible to the public, the undersides of the platform shall be fully skirted.*

*The operation may be by continuous pressure button, lever and shall be in clear view of the platform.*

*The construction of all platforms shall meet the requirements of A.S.M.E. A17.1-98, Rule 203.10.*

*Every adjustable loading platform shall be equipped with skirt guards on the sides not used for loading.*

*The operation may be by continuous-pressure button, cable, lever or may take place by the movement of a truck body.*

SECTION 6. Section 5 of this ordinance shall be effective upon passage and approval. Following passage and approval of this ordinance, the scaffolding permit requirement in Section 1 of this ordinance shall take effect on September 1, 2002; provided, however, that the operator training component of such permit requirement, in proposed Municipal Code Section 13-34-040(a) in Section 1 of this ordinance, shall not take effect until April 1, 2003. In all other respects, this ordinance shall be in full force and effect thirty (30) days from passage and approval.

---

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION OF  
SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, July 31, 2002.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration thirteen proposed sign orders (which were referred July 10, 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 orders (one -- 5<sup>th</sup> Ward, one -- 9<sup>th</sup> Ward, one -- 10<sup>th</sup> Ward, one -- 15<sup>th</sup> Ward, one -- 20<sup>th</sup> Ward, one -- 23<sup>rd</sup> Ward, one -- 26<sup>th</sup> Ward, one -- 27<sup>th</sup> Ward, one -- 30<sup>th</sup> Ward, two -- 32<sup>nd</sup> Ward, one -- 36<sup>th</sup> Ward and one -- 42<sup>nd</sup> Ward) transmitted herewith.

This recommendation was concurred in by the 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.

On motion of Alderman Stone, the said proposed orders transmitted with the foregoing committee report were Passed by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

1768 West Armitage Avenue.

*Ordered*, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1768 West Armitage Avenue:

Dimensions: length, 12 feet; height, 12 feet  
Height Above Grade/Roof to Top of Sign: 52 feet  
Total Square Foot Area: 288 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

4608 West Belmont Avenue.

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Marshall Sign Co., 3610 South Albany Avenue, Chicago, Illinois 60632, for the erection of a sign/signboard over 24 feet in height and/or

over 100 square feet (in area of one face) at Tony's Finer Foods, 4608 West Belmont Avenue:

Dimensions: length, 25 feet; height, 8 feet  
Height Above Grade to Top of Sign: 10 feet  
Total Square Foot Area: 400 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

1334 West Division Street.

*Ordered*, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1334 West Division Street:

Dimensions: length, 6 feet, 10 inches; height, 6 feet, 10 inches  
Height Above Grade/Roof to Top of Sign: 40 feet  
Total Square Foot Area: 94 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.

---

3611 North Harlem Avenue.

*Ordered*, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at BP, 3611 North Harlem Avenue:

Dimensions: length, 6 feet, 10 inches; height, 6 feet, 10 inches  
Height Above Grade/Roof to Top of Sign: 29 feet, 4 inches  
Total Square Foot Area: 94 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.

—

*6355 South Dr. Martin Luther King, Jr. Drive.*

*Ordered,* That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Co., 1810 North 32<sup>nd</sup> Avenue, Stone Park, Illinois 60165, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of double faced) at Mc Donald's, 6355 South Dr. Martin Luther King r. Drive:

Dimensions: length, 14 feet; height, 11 feet  
Height Above Grade/Roof to Top of Sign: 24 feet  
Total Square Foot Area: 308 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.

—

*11431 -- 11437 South Michigan Avenue.*

*Ordered,* That the Commissioner of Buildings is hereby directed to issue a sign permit to National Awnings, 1675 North Western Avenue, Chicago, Illinois 60647, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Bass Furniture, 11431 -- 11437 South Michigan Avenue:

Dimensions: length, 65 feet; height, 3 feet  
Height Above Grade/Roof to Top of Sign: 8 feet, 4 inches  
Total Square Foot Area: 195 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.

---

*2500 West North Avenue.*

*Ordered,* That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Murray's Auto Parts, 2500 West North Avenue:

Dimensions: length, 23 feet, 11 inches; height, 7 feet  
Height Above Grade/Roof to Top of Sign: 20 feet  
Total Square Foot Area: 168 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.

---

*534 West Roosevelt Road.*

*Ordered,* That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at BP, 534 West Roosevelt Road:

Dimensions: length, 6 feet, 10 inches; height, 6 feet, 10 inches  
Height Above Grade/Roof to Top of Sign: 26 feet, 10 inches  
Total Square Foot Area: 94 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.

---

*6600 South Stony Island Avenue.*

*Ordered,* That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at BP, 6600 South Stony Island Avenue:

Dimensions: length, 6 feet, 10 inches; height, 6 feet, 10 inches  
Height Above Grade/Roof to Top of Sign: 31 feet  
Total Square Foot Area: 94 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.

---

*9915 South Torrence 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 over 24 feet in height and/or over 100 square feet (in area of one face) at 9915 South Torrence Avenue:

Upper Sign Dimensions: length, 12 feet; height, 8 feet, 2 inches  
Lower Sign Dimensions: length, 10 feet; height, 4 feet, 2 inches  
Height Above Grade to Top of Sign: 29 feet  
Total Square Foot Area: 140 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.

*1600 West Van Buren Street.*

*Ordered,* That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1600 West Van Buren Street:

Dimensions: length, 12 feet; height, 12 feet  
Height Above Grade/Roof to Top of Sign: 50 feet  
Total Square Foot Area: 288 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*1951 West 55<sup>th</sup> Street.*

*Ordered,* That the Commissioner of Buildings is hereby directed to issue a sign permit to ASAP-Sign & Lighting Maintenance, 443 West Highway 6, Valparaiso, Indiana 46385, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1951 West 55<sup>th</sup> Street:

Dimensions: length, 12 feet, 9 inches; height, 19 feet (irregular)  
Height Above Grade/Roof to Top of Sign: 30 feet  
Total Square Foot Area: 212 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.

*7131 West 60<sup>th</sup> Street.*

*Ordered*, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 West Interstate Road, Addison, Illinois 60101, for the erection of sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at U-Stor-It, 7131 West 60<sup>th</sup> Street, (pylon sign):

Dimensions: length, 20 feet; height, 10 feet, 6 inches  
Height Above Grade/Roof to Top of Sign: 28 feet  
Total Square Foot Area: 420 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.

---

*Action Deferred* -- AMENDMENT OF TITLE 13, CHAPTER 196  
OF MUNICIPAL CODE OF CHICAGO REGARDING  
INSPECTION, MAINTENANCE AND REPAIR OF  
EXTERIOR WALLS AND ENCLOSURES.

The Committee on Buildings submitted the following report which was, on motion of Alderman Stone and Alderman Burke, *Deferred* and ordered published.

CHICAGO, July 31, 2002.

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

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred on June 19, 2002 and an amended substitute introduced and adopted on July 31, 2002) amending the Municipal Code of the City of Chicago relating to maintenance of exterior walls and enclosures (facade), begs leave to recommend that Your Honorable Body do *Pass* the amended substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a voice vote by the Committee members of the Committee on Buildings.

This ordinance shall be effective thirty (30) days after passage and publication.

Respectfully,

(Signed) BERNARD L. STONE,  
*Chairman.*

The following is said amended substitute ordinance transmitted with the foregoing committee report:

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

SECTION 1. Sections 13-196-031, 13-196-032 and 13-196-033 of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

13-196-031 Maintenance Of Exterior Walls And Enclosures -- Definitions.

These terms shall have the following meanings when used in Section 13-196-031 through 13-196-[037]036, which sections shall be known as the minimum requirements for maintenance of exterior walls and enclosures, as further clarified by such rules and regulations promulgated by the commissioner of buildings pursuant to Section 13-196-[038]037:

"Critical examination" shall mean a close-up visual examination of the condition of the [entire area of all elevations of the] exterior walls and enclosure, performed by or under the direct supervision of a professional employed by the owner/agent for the purpose of determining if remedial work is required.

"Ongoing inspection and repair" shall mean a program of [annual] inspections by a professional retained by the owner/agent with accompanying report by the professional to the commissioner of buildings and repair work by the owner/agent as necessary.

"Owner/agent" shall mean the owner, agent or person in charge, possession or control of the building.

*"Ornamental Piece" shall mean any terra cotta, stone or other decorative addition to a building defined in Section 13-196-032 that is primarily secured to the substrate by a metal fastener.*

"Professional" shall mean an Illinois licensed architect or Illinois licensed structural engineer.

13-196-032 Maintenance Of Exterior Walls And Enclosures -- Application.

Exterior walls and enclosures and parts thereof of buildings that are [six (6) stories or more or] 80 feet or more in height above grade, shall comply with Sections 13-196-033 to 13-196-[037]036.

13-196-033 Maintenance Of Exterior Walls And Enclosures -- Maintenance And Reporting Required.

[(a)] It shall be the owner/agent's duty to maintain the building's exterior walls and enclosures in a safe condition and to provide periodic reports to the commissioner of buildings. In furtherance of that requirement[,]:

(a) T[t]he owner/agent shall: (1) arrange for periodic critical examinations at four year intervals *or at longer intervals otherwise established by the commissioner* and (2) establish an ongoing inspection and repair program at [one] *two* year interval [for each of] *during* the intervening [three] years.

(b) *The owner/agent of buildings constructed substantially of brick, shall: (1) arrange for periodic critical examinations at four year intervals, or at longer intervals otherwise established by the commissioner, of the ornamental pieces and the parapet wall; (2) arrange for critical examinations at four year intervals, or at longer intervals otherwise established by the commissioner, of the lentils, which may be satisfied by scaffolding utilizing one drop per elevation; and (3) establish an ongoing inspection and repair program at two year intervals for the remainder of the exterior walls and enclosures of the building during the intervening years.*

When the report indicates that repair or remedial work is necessary, the report shall include a proposed schedule for completion of such work.

13-196-034 Maintenance Of Exterior Walls And Enclosures -- Critical Examination Program.

(a) The initial critical examination shall be [performed on] *submitted for* all buildings constructed prior to January 1, 1950, [within two years following passage of this amendment] *by November 1, 2003*, and on all buildings constructed on or after January 1, 1950, [within four years following passage of

this amendment, excepting however: (1) those buildings which have been the subject of a documented critical examination within four years prior to passage of this amendment may perform the next critical examination no later than November 1 of the fourth year following the previous examination] *by December 31, 2004.*

(b) Following the initial critical examination, the exterior walls and enclosures and parts thereof on all buildings shall be subsequently critically examined *and a report submitted* at least once every four years no later than November 1 of the fourth year following the previous examination *unless otherwise extended by the commissioner of buildings pursuant to Section 13-196-033 of this code.*

(c) The critical examination shall include a review of all previous reports.

(d) The professional shall prepare a report in writing on the critical examination, describing the condition of the exterior walls and enclosures on the building and including a record of the components and cladding including, without limitation, any broken glass and loose or missing glazing components; loose masonry, concrete, EIFS, metal, stone or terra cotta; and all significant deterioration and displacement observed. Additionally, the report shall indicate any imminently dangerous conditions. If any remedial work is recommended the report shall indicate the nature and urgency of such work.

#### 13-196-035 Maintenance And Reporting Required.

[(a)] It shall be the owner/agent's duty to maintain the building's exterior walls and enclosures in a safe condition and provide periodic reports to the commissioner of buildings. In furtherance of that requirement, the owner/agent shall: 1) arrange for periodic critical examinations at four year intervals and 2) establish an ongoing inspection and repair program at [one] *two* year intervals for each of the intervening [three] years. When the report indicates that repair or remedial work is necessary, the report shall include a proposed schedule for completion of such work. *Provided, however, that the due date for the next critical examination may be extended by the commissioner of buildings for a period not longer than three years based upon the extent and durability of such repairs.*

#### 13-196-[037]036 Maintenance Of Exterior Walls And Enclosures -- Unsafe Exterior Walls And Enclosures.

(a) Every exterior wall and enclosure and parts thereof found to be in a unsafe condition shall be subject to notice by the commissioner of buildings to the owner/agent to take appropriate precautionary measures and effect such repairs or reinforcements in a timely manner as will bring the building exterior walls and

enclosures and parts thereof into a safe condition. The owner/agent of any building which constitutes an imminent danger and hazard to the public shall take immediate action to have a critical examination performed upon such building and provide the ensuing report to the department of buildings. Additionally, the owner/agent shall promptly begin and complete the removal, reinforcement and/or permanent repairs necessary to make the premises conform to the building provisions of this code, and provide structurally safe conditions. Any costs incurred by any department of the city in taking emergency actions due to the dangerous and hazardous condition of an unsafe exterior wall, including, but not limited to: closure of vehicular traffic in a public street, rerouting of pedestrian traffic on a public sidewalk; erection or installation of partitions, canopies, sidewalk sheds, barricades, scaffolding or netting, shall be a debt due and owing to the city and recoverable from the owner/agent of such building.

13-196-037 Ongoing Inspection And Repair Program.

(a) The ongoing inspection and repair program shall provide inspection, reporting and preventive maintenance of the exterior walls and enclosures and parts thereof.

(b) No later than November 1 of [each] *every other* calendar year, the professional employed by owner/agent shall prepare a report in writing of the ongoing inspection and repair program, describing the condition of the exterior walls and enclosures and parts thereof on the building and on any inspections, surveys or repair work performed or to be performed on the exterior walls and enclosures.

13-196-[039]038.

Any violation of or interference with the enforcement of any provisions of Section 13-196-031 through and including Section 13-196-[038]037 shall be punishable by fine of not less than \$500.00 and not more than \$1,000.00. Each day that such violation shall continue shall constitute a separate and distinct offense for which a fine as herein provided shall be imposed.

SECTION 2. This ordinance shall become effective thirty (30) days after passage and publication.

**COMMITTEE ON COMMITTEES, RULES AND ETHICS.**

---

**CORRECTION OF JOURNAL OF THE PROCEEDINGS  
OF THE CITY COUNCIL.**

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Committees, Rules and Ethics, having held a meeting on July 30, 2002 for the purpose of considering the following:

an amended *Journal* correction (PJC2002-11) correcting page 84295 from the *Journal of the Proceedings of the City Council of the City of Chicago* of May 1, 2002 (Alderman Natarus);

a *Journal* correction (PJC2002-13) correcting page 84801 from the *Journal of the Proceedings of the City Council of the City of Chicago* of May 1, 2002 (Alderman Banks);

an amended *Journal* correction (PJC2002-12) correcting page 82350 from the *Journal of the Proceedings of the City Council of the City of Chicago* of March 27, 2002 (Alderman Natarus),

having had the same under advisement, begs to leave to report and recommend that Your Honorable Body *Approve* said amended *Journal* corrections and *Journal* correction transmitted herewith.

This recommendation was concurred in by 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 correction and amended corrections of the *Journal 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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):

*May 1, 2002.*

Page 84295 -- by deleting " 'East 92<sup>nd</sup> Street (north side) from a point 25 feet west thereof -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday' " appearing in the seventh and eighth lines from the top of the page and inserting in lieu thereof " 'East 92<sup>nd</sup> Street (north side) from a point 128 feet west of South Houston Avenue, to a point 25 feet west thereof -- 9:00 A.M. to 7:00 P.M. Monday through Saturday' ".

Page 84801 -- by deleting "0.50" appearing on the ninth line from the top of the page and inserting in lieu thereof "5.0".

---

*March 27, 2002.*

Page 82350 -- by deleting "West 47<sup>th</sup> Street" appearing on the seventeenth line from the top of the page and inserting in lieu thereof "West 47<sup>th</sup> Place".

**COMMITTEE ON EDUCATION.**

---

**REAPPOINTMENT OF MR. JAMES C. TYREE AS MEMBER OF  
BOARD OF TRUSTEES OF COMMUNITY COLLEGE  
DISTRICT NUMBER 508.**

The Committee on Education submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Education had under consideration a communication signed by The Honorable Richard M. Daley, Mayor, under the date of June 19, 2002, reappointing James C. Tyree as a member of the Board of Trustees of Community College District Number 508 for a term expiring June 30, 2005. Your Committee begs leave to recommend that Your Honorable Body *Approve* the proposed reappointment transmitted herewith.

This recommendation was concurred with by a unanimous vote of the Committee.

Respectfully submitted,

(Signed) PATRICK J. O'CONNOR,  
*Chairman.*

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. James C. Tyree as a member of the Board of Trustees of Community College District Number 508 was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays -- None.*

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

---

**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, July 31, 2002.

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

Your Committee on Historical Landmark Preservation held its meeting on July 18, 2000 to consider two permit fee waivers for properties located at 4142, 4146, 4148, 4150, 4152, 4156, 4158, 4162, 4164 and 4166 South Berkley Avenue (4<sup>th</sup> Ward) and 525 West Grant Place (43<sup>rd</sup> Ward), 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

Alderman Beavers 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):

*4142, 4146, 4148, 4150, 4152, 4156, 4158, 4162,  
4164 And 4166 South Berkeley 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, 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: 4142, 4146, 4148, 4150, 4152, 4156, 4158,  
4162, 4164 and 4166 South Berkeley Avenue

District/Building: Oakland District

for work described as:

new construction of ten (10) single-family houses

by:

Owner: Jerome Wade/Wade Enterprises  
Owner's Address: 8550 South Stony Island Avenue  
City, State, Zip: Chicago, Illinois 60617

The fee waiver authorized by this order shall be effective from July 1, 2002 through June 30, 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.

---

*525 West Grant 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, 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: 525 West Grant Place

District/Building: Mid-North District

for work described as:

deconvert three (3) unit dwelling back to single-family residence

by:

Owner: Edward and Barbara Burnes

Owner's Address: 2100 Lincoln Park West

City, State, Zip: Chicago, Illinois 60614

The fee waiver authorized by this order shall be effective from August 1, 2002 through July 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 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, July 18, 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 Commissioner of General Services accepting bids to purchase vacant property, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*1648 South Hamlin 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: Eric and Nellie Hines

Real Estate Number: 10143

Address: 1650 South Hamlin  
Avenue

Address: 1648 South Hamlin  
Avenue

Bid Amount: \$300.00

Permanent Index Number:  
16-23-303-041-0000

*Legal Description.*

Lot 171 in Downing's Subdivision of Lots 7 to 14 in Kedzie's Subdivision in the southwest quarter of Section 23, Township 38 North, Range 13 (except streets heretofore dedicated), East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1648 South Hamlin Avenue).

---

*5923 South May 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: Gloria Green

Real Estate Number: 11144

Address: 5921 South May  
Street

Address: 5923 South May  
Street

Bid Amount: \$300.00

Permanent Index Number:  
20-17-401-015-0000

Legal Description.

Lot 44 in Block 2 in James U. Borden's 1<sup>st</sup> Addition in the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5923 South May Street).

---

APPROVAL OF SITE DESIGNATION FOR MONROE  
DISTRICT 12 POLICE STATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 Public Building Commission concerning the 12<sup>th</sup> District Police Station, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 local government under the 1970 Constitution of the State of Illinois and has authority to promote the health, safety and welfare of its inhabitants and to furnish essential governmental services through its various departments and agencies; and

WHEREAS, On March 28, 1956, the City Council (the "City Council") of the City created the Public Building Commission of Chicago (the "Commission") pursuant to the provisions of the Public Building Commission Act of the State of Illinois (50

ILCS 20/1, et seq.) (the "Act") to assist in the acquisition and construction of public buildings and improvements; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on November 17, 1999, at pages 17522 through 17569, inclusive, of the *Journal of the Proceedings of the City Council* (the "Ordinance"), the City has issued its General Obligation Bonds (the "Bonds") for the purpose, among others, of constructing, equipping, altering and repairing various municipal facilities; and

WHEREAS The City desires that the Commission undertake on its behalf the acquisition, development and construction of district police station facilities, including parking and other ancillary and related improvements, at various sites as determined by the City for use by the Department of Police in the furnishing of essential governmental services; and

WHEREAS, The City has determined that it is necessary and desirable, and in the public interest, for the Commission to undertake on behalf of the City the acquisition, development and construction of the new Monroe District 12 Police Station (the "Project") with funds to be derived from the proceeds of the Bonds; and

WHEREAS, In order to delineate the responsibilities and duties of the parties and describe the procedures and guidelines to be followed with respect to the implementation of the Project, the Commission and the City shall enter into an intergovernmental agreement which shall be executed on behalf of the City by the Mayor and the Chief Financial Officer pursuant to the provisions of the Ordinance; and

WHEREAS, The Board of Commissioners (the "Board") of the Commission, by resolution adopted on June 11, 2002, selected, located and designated certain property located on South Ashland Avenue between West 14<sup>th</sup> Street and West 15<sup>th</sup> Street, Chicago, Illinois, and legally described on Exhibit A hereof (the "Property") as a site or sites to be acquired for construction of the Project; and

WHEREAS, The Property lies wholly within the territorial limits of the City, is conveniently located and of sufficient size to accomplish and effectuate the purposes of the Project and to provide appropriate architectural settings and adequate landscaping for the Project; and

WHEREAS, Pursuant to Section 14 of the Act, the Commission has requested that the City Council of the City approve the Property as described on Exhibit A hereof, so selected, located and designated by the Commission, for acquisition, development and construction of the Project; now, therefore,

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

SECTION 1. The above recitations are incorporated herein by this reference.

SECTION 2. Pursuant to Section 14 of the Act, the City Council hereby approves the Property described in Exhibit A, heretofore selected, located and designated by the Board of the Commission, for acquisition, development and construction of the Project.

SECTION 3. This ordinance shall be effective immediately upon its passage.

Exhibit "A" referred to this ordinance reads as follow:

*Exhibit "A".*

*Legal Description.*

*Monroe  
PD -- 12.*

Lots 10 through 40, both inclusive, and Lots 59 through 89, both inclusive, in Stinson's Subdivision of Block 17 of the division of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded by the Recorder of Deeds of Cook County on July 5, 1867, in Cook County, Illinois, including any and all interest in and to abutting streets and alleys.

Permanent Index Numbers:

|               |               |               |
|---------------|---------------|---------------|
| 17-19-219-009 | 17-19-219-027 | 17-19-219-039 |
| 17-19-219-010 | 17-19-219-028 | 17-19-219-040 |
| 17-19-219-011 | 17-19-219-029 | 17-19-219-041 |
| 17-19-219-012 | 17-19-219-030 | 17-19-219-042 |
| 17-19-219-013 | 17-19-219-031 | 17-19-219-043 |
| 17-19-219-014 | 17-19-219-032 | 17-19-219-044 |
| 17-19-219-015 | 17-19-219-033 | 17-19-219-045 |

## Permanent Index Numbers:

|               |                |
|---------------|----------------|
| 17-19-219-016 | 17-19-219-034  |
| 17-19-219-017 | 17-19-219-035  |
| 17-19-219-018 | 17-19-219-036  |
| 17-19-219-019 | 17-19-219-037  |
| 17-19-219-026 | 17-19-219-038  |
| 17-19-221-009 | 17-19-221-034  |
| 17-19-221-010 | 17-19-221-035  |
| 17-19-221-011 | 17-19-221-036  |
| 17-19-221-012 | 17-19-221-037  |
| 17-19-221-013 | 17-19-221-038  |
| 17-19-221-014 | 17-19-221-039  |
| 17-19-221-015 | 17-19-221-042  |
| 17-19-221-016 | 17-19-221-043  |
| 17-19-221-017 | 17-19-221-044  |
| 17-19-221-018 | 17-19-221-045  |
| 17-19-221-028 | 17-19-221-046  |
| 17-19-221-029 | 17-19-221-047  |
| 17-19-221-030 | 17-19-221-048  |
| 17-19-221-033 | 17-19-221-049. |

APPROVAL FOR SALE OF CITY-OWNED PROPERTIES  
AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 2002.

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

Your Committee on Housing and Real Estate, to which was referred three ordinances by the Department of Planning and Development approving the negotiated sale of city-owned properties at various locations, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*5801 -- 5803 West Division Street/  
1152 -- 1154 North Menard Avenue.*

WHEREAS, The City of Chicago is the owner of the vacant parcel of property located at 5801 -- 5803 West Division Street/1152 -- 1154 North Menard Avenue, Chicago, Illinois 60651, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, La' Kizart Salon, Inc., an Illinois corporation ("Grantee"), 5807 West Division Street, Chicago, Illinois 60651, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon for use in conjunction with its business; 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 Thirty-four Thousand and no/ 100 Dollars (\$34,000.00).

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 a parking lot is built on the Property within twelve (12) months of the date of this deed. In the event that the condition is not met, the City of Chicago may re-enter the Property and revert title in the City of Chicago. This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.

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".*

Legal Description:

Lots 1 to 4 (except the west 75 feet) taken as a tract in Block 2 in Rubel's Subdivision of the northeast quarter of the northwest quarter of the southeast quarter of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5801 -- 5803 West Division Street/1152 -- 1154 North Menard Avenue  
Chicago, Illinois 60651.

Permanent Index Number:

16-05-403-018.

---

*3115 -- 3123 West Warren Boulevard.*

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, 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 June 17, 1999, the City of Chicago approved the Midwest Tax Increment Financing Redevelopment Plan for the Midwest Tax Increment Redevelopment Project Area; and

WHEREAS, New Greater St. John Community Missionary Baptist Church, an Illinois not-for-profit corporation (the "Developer"), 3101 West Warren Boulevard, Chicago, Illinois 60612 has offered to pay the City Sixty-three Thousand and no/100 Dollars (\$63,000.00) for the property commonly known as 3115 -- 3123



West Warren Boulevard Chicago, Illinois 60612 (Permanent Index Number 16-12-328-013) located in the Midwest Tax Increment Financing Redevelopment Project Area (the "Property"), and has proposed to construct a parking lot on the Property; and

WHEREAS, By Resolution Number 01-CDC-111, adopted on December 11, 2001, the Commission authorized the Department of Planning and Development (the "Department") to advertise its intention to enter into a negotiated sale with the Development 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 December 17, 2001 and December 24, 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 Sixty-three Thousand and no/100 Dollars (\$63,000.00) is hereby approved. 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. 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 in accordance with plans and specifications approved by the City within twelve (12) months from the date of this deed; and 2) the Property is used as a parking lot for a period of not less than ten (10) years from the date of this deed. In the event that these conditions are not met, the City of Chicago may re-enter the Property and revert title in the City of Chicago. This right of reverter and re-entry in favor of the City of Chicago will terminate ten (10) years from the date of this deed.

Thereafter, the Property may be devoted to such other use approved by the City of Chicago which is consistent with the Midwest Tax Increment Financing Redevelopment Plan heretofore adopted by the City Council of the City of Chicago.

For good cause shown, the foregoing covenants may be revised or released by the

Commissioner of the Department, subject to the approval of the Corporation Counsel.

SECTION 3. This ordinance shall be effective upon its passage.

---

*6400 -- 6410 South Woodlawn Avenue.*

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 Woodlawn Tax Increment Financing Plan for the Woodlawn Tax Increment Financing District; and

WHEREAS, Andres Eduardo Schcolnik ("Developer") as offered to pay the City Thirty Thousand and no/100 Dollars (\$30,000.00) for the property commonly known as 6400 -- 6410 South Woodlawn Avenue and designated as Parcel PR-46 in the Woodlawn Tax Increment Financing District and has proposed to construct a parking lot with thirteen (13) spaces to accommodate one (1) to one (1) parking for the condominium units at 6412 -- 6414 South Woodlawn Avenue on the Parcel; and

WHEREAS, By Resolution Number 02-CDC-53, adopted on June 11, 2002, 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 PR-46, approved the Department's request to advertise for alternative proposals, and approved the sale of Parcel PR-46 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 June 14, 2002 and June 16, 2002; 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 Thirty Thousand and no/100 Dollars (\$30,000.00) is hereby approved. 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. 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 in accordance with plans and specifications approved by the City within nine (9) months from the date of this deed; and
- 2) the Property is used as a parking lot in perpetuity.

In the event that the parking lot is not constructed within two (2) years, the City of Chicago may re-enter the Property and revert title in the City of Chicago.

For good cause shown, the foregoing covenants may be revised or released by the Commissioner of the Department, subject to the approval of the Corporation Counsel.

SECTION 3. This ordinance shall be effective upon its passage.

---

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 537 WEST  
103<sup>RD</sup> PLACE TO AND AUTHORIZATION FOR EXECUTION OF  
REDEVELOPMENT AGREEMENT WITH GENESIS  
CONSTRUCTION SERVICES, INC. UNDER  
PRESERVING COMMUNITIES  
TOGETHER PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 approving the sale of property located at 537 West 103<sup>rd</sup> Place, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 developers 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 537 West 103<sup>rd</sup> Place, Chicago, Illinois, and identified as Permanent Index Number 25-16-106-010 ("Property"); and

WHEREAS, Genesis Construction Services, Inc., an Illinois 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 PROPERTIES AT  
2120 NORTH POINT STREET AND 2758 -- 2772 WEST  
FRANCIS PLACE TO AND AUTHORIZATION FOR  
EXECUTION OF REDEVELOPMENT AGREEMENT  
WITH FRANCIS N POINT, L.L.C.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 negotiated sale of property to Saul Waimberk, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 has established the Community Development Commission ("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, The Armitage/California/St. Louis Redevelopment Plan and Project ("Plan") and Area ("Area") were heretofore approved by the City Council; and

WHEREAS, May 1, 2000, the City, through its Department of Planning and Development, issued a request for proposals ("R.F.P.") regarding the redevelopment of those certain parcels of land located at 2120 North Point Street (Permanent Index Number: 13-36-232-011-0000) and 2758 -- 2772 West Francis Place (Permanent Index Numbers: 13-36-232-021, 022, 023 and 024) which collectively constitute Parcels 4-12, 4-17, 4-18 and 4-19 of the Area, and for purposes of this ordinance, constitute the "Property"; and

WHEREAS, The Property is legally described on Exhibit A attached hereto; and

WHEREAS, In response to the R.F.P., Saul Waimberk offered to pay the City the sum of Two Hundred Sixty-four Thousand and no/100 Dollars (\$264,000.00) for the Property and to redevelop the Property for residential uses; and

WHEREAS, The D.P.D. determined that the proposal submitted by Mr. Waimberk best satisfied the selection criteria as described in the R.F.P.; and

WHEREAS, By Resolution Number 02-CDC-36 adopted on April 9, 2002, the Commission approved the sale of the parcels to Mr. Waimberk for the sales price of Two Hundred Sixty-four Thousand and no/100 Dollars (\$264,000.00); and

WHEREAS, Mr. Waimberk has indicated to the City his desire to acquire the Property in the name of Francis N Point, L.L.C., an Illinois limited liability company, of which Mr. Waimberk shall be the sole member; 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 Francis N Point, L.L.C., an Illinois limited liability company ("Purchaser") in the amount of Two Hundred Sixty-four Thousand and no/100 Dollars (\$264,000.00) is hereby approved upon the express condition that a redevelopment agreement be entered into between the City and Developer. The Commissioner of the Department of Planning and Development is authorized to enter into such redevelopment agreement with Developer, incorporating in said redevelopment agreement those certain terms and conditions listed on the term sheet attached hereto as Exhibit B, and to execute such other documents as may be necessary to implement the sale and redevelopment of the Property subject to the approval of the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed or deeds conveying the Property to Developer, subject to any covenants, conditions and restrictions set forth in the redevelopment agreement described in Section 2 above.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

*Exhibit "A".*

*Legal Description Of The Property.*

Lot 1 in Block 6 in Attrill's Subdivision of part of Blocks 2, 3 and 5 in Lewis Stave's Subdivision of 53 acres lying south of the northwest Plank Road in the northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2120 North Point Street, Chicago, Illinois).

Permanent Index Number:

13-36-232-011-0000.



Lot 5 in W. O. Cole's Subdivision of Lots 7 to 12, inclusive, and Lots 19 to 26, inclusive, in Block 5 in Lewis Stave's Subdivision of that part of the northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, lying southwest of the Northwestern Plank Road, in Cook County, Illinois.

And

Lot 6 in W. O. Cole's Subdivision of Lots 7 to 12 and 19 to 26, all inclusive, in Block 5 in Stave's Subdivision of that part of the northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

And

Lots 7 and 8 in W. O. Cole's Subdivision of Lots 7 to 12 and 19 to 26, all inclusive, in Block 5 in Stave's Subdivision of that part of the northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2758 -- 2772 West Francis Place, Chicago, Illinois).

Permanent Index Numbers:

13-36-232-021-0000;

13-36-232-022-0000;

13-36-232-023-0000; and

13-36-232-024-0000.

*Exhibit "B".*

*Term Sheet.*

The following terms and conditions shall be incorporated into the redevelopment agreement to be executed by the City of Chicago and Francis N Point, L.L.C., an Illinois limited liability company, regarding the sale and redevelopment of 2120 North Point Street and 2758 -- 2772 West Francis Place, Chicago, Illinois.

1. Developer shall develop and construct up to fifteen (15) two (2) and three (3) bedroom residential units ("Units") in two (2) buildings to be located on the Property. The facades of each building shall be of standard size brick masonry. The brick masonry must have a return of at least twenty percent (20%) of the depth of the structure.
2. Of the aforementioned fifteen (15) Units to be developed and constructed at the Property, three (3) Units ("Affordable Units") shall be sold to Unit buyers at an affordable sales price not to exceed the sum of One Hundred and Seventy-nine Thousand Dollars (\$179,000). The Affordable Units shall be developed and constructed comparably to those Units sold by Developer at a market rate sales price.
3. The household income of each of the buyers of the Affordable Units shall not exceed one hundred twenty percent (120%) of the median income for the Chicago Primary Metropolitan Statistical Area. The determination of income eligibility of the prospective buyer for purchase of an Affordable Unit shall be undertaken by the City based on the following information:

W-2 forms from the buyers' employer, U.S. 1040 income tax returns for the previous two (2) years, an affidavit or verification of homebuyer with regard to household size, and the employer verification form utilized by "Fannie Mae".
4. At each closing for an Affordable Unit, the Unit buyer shall execute a mortgage in favor of the City of Chicago and a covenant of residency (note). The mortgage shall have a term of five (5) years ("Term") commencing with the date of closing in an amount representing the difference between the market rate sales price for a similar type of Unit and the sales price paid by the Unit buyer for the Affordable Unit. This amount shall decline on a proportional amount on each anniversary of the date of closing during the Term. The mortgage shall be due and payable by the Affordable Unit buyer if, during the Term, the Unit buyer sells the Affordable Unit for an amount greater than the original purchase price. If, at the expiration of the Term, the Unit buyer is still residing in the Affordable Unit as its primary domicile, the City shall issue a release of said mortgage.
5. Twenty-one (21) parking spaces will be provided for purchase by Unit buyers. The parking spaces will not be offered at a discounted sales price to the Affordable Unit buyers.

APPROVAL FOR CONVEYANCE OF CITY-OWNED PROPERTIES AT  
2323, 2325 WEST MAYPOLE STREET AND 3860 WEST  
POLK STREET TO CHICAGO PARK DISTRICT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 approving the conveyance of city-owned 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 is the owner of the vacant parcels of property located at 2323 West Maypole Street, 2325 West Maypole Street and 3860 West Polk Street which are legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The Chicago Park District, a body politic and corporate (the "Park District"), 425 East McFetridge Drive, Chicago, Illinois 60605, is interested in acquiring the Property from the City for development of the Property for park purposes; 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 conveyance of the Property to the Park District for nominal consideration.

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 Park District.

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.

Lot 2 (except the part thereof taken or used for Park Avenue) in Isaac A. Pool's Subdivision of Lots 15, 16 and 17 in Block 56 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2323 West Maypole Street, Permanent Tax Number 17-07-320-013).

Parcel 2.

Lot 3 in Pool's Subdivision of Lots 15, 16 and 17 in Block 56 in the Canal

Trustees' Subdivision of Section 7, Township 39 North, Range 14 lying east of the Third Principal Meridian, Cook County, Illinois (commonly known as 2325 West Maypole Street, Permanent Tax Number 17-07-320-012).

Parcel 3.

Lot 69 in Garfield Boulevard Addition to Chicago, being a subdivision of Lot 1 in Block 3, and Lot 1 in Block 4 in the Circuit Court Partition of the west half of the southwest quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3860 West Polk Street, Permanent Tax Number 16-14-310-018).

---

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT  
WITH CHICAGO HEALTH OUTREACH FOR CITY-OWNED  
PROPERTY AT 2418 WEST DIVISION STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 execution of a lease agreement with Chicago Health Outreach, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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. The Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, as landlord, and with Chicago Health Outreach, as tenant, for approximately five hundred (500) square feet of office space, located at 2418 West Division Street, to be used as a dental clinic providing HIV dental services, such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows  
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

*Lease Number 20141.*

This lease is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between Chicago Health Outreach, an Illinois not-for-profit corporation (hereinafter referred to as "Tenant") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Landlord").

*Recitals.*

Whereas, Landlord is the owner of the premises more commonly known as 2418 West Division Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately five hundred (500) square feet of office space, consisting of Rooms 301, 302 and the x-ray processor room, located at 2418 West Division Street to be used by Chicago Health Outreach as a dental clinic to provide HIV dental services.

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

*Section 1.*

*Grant.*

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately five hundred (500) square feet of office space, consisting of Rooms 301, 302 and the x-ray processor room, located on that certain parcel of real estate more commonly known as 2418 West Division Street, Chicago, Illinois (the "Premises").

*Section 2.**Term.*

The term of this lease ("Term") shall commence on August 1, 2002, ("Commencement Date"), and shall end on July 31, 2007, unless sooner terminated as set forth in this lease.

*Section 3.**Rent, Taxes And Utilities.**3.1 Rent.*

Tenant shall pay base rent for the Premises in the amount of One and no/100 Dollars (\$1.00) per year for the period beginning on the first (1<sup>st</sup>) day of August 2002 and ending on the thirty-first (31<sup>st</sup>) day of July, 2007.

Rent shall be invoiced by the Department of General Services, and paid to the Department of Revenue, Warrants for Collection, DePaul Center, LL-30, 333 South State Street, Chicago, Illinois 60604 or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

*3.2 Taxes And Other Levies.*

Landlord shall pay when due all duties, assessments, sewer and water charges and other levies assessed against the Premises.

*3.3 Utilities.*

Landlord shall pay when due all charges for gas, electricity, light, heat and all other utility services used in or supplied to the Premises.



*Section 4.*

*Condition And Enjoyment Of Premises, Alterations  
And Additions, Surrender.*

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments, ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Tenant's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Tenant shall, at Tenant's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of the City of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), Title 15 ("Fire Prevention"). If Tenant shall refuse or neglect to make needed repairs within ten (10) days after mailing of written notice thereof sent by Landlord, unless such repair cannot be remedied within ten (10) days, and Tenant shall have commenced and is diligently pursuing all necessary action to remedy such repair, Landlord is authorized to make such repairs and Tenant will within ten (10) business days of demand reimburse Landlord for the reasonable cost thereof or Landlord can immediately

terminate this lease by providing the Tenant with written notice of termination for cause. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first (1<sup>st</sup>) give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or as otherwise necessary in the operation or protection of the Premises.

#### 4.4 Use Of The Premises.

Tenant shall use the Premises solely as an HIV Dental Clinic and related matters. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. The promotion and operation of the HIV Dental Clinic does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Tenant shall not use said Premises for political or religious activities. Tenant agrees that in utilizing said Premises that it shall not discriminate against any member of the public because of race, creed, color, religion, age, sex or national origin.

#### 4.5 Alterations And Additions.

Tenant acknowledges that Tenant cannot make any alterations or additions to the Premises unless Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

### *Section 5.*

#### *Assignment, Sublease And Liens.*

##### 5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

## 5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

## *Section 6.*

### *Insurance And Indemnification.*

## 6.1 Insurance.

The Tenant shall procure and maintain at all times, at Tenant's own expense, during the term of this lease, the insurance coverages and requirements specified below, insuring all operations related to the lease.

The kinds and amounts of insurance required are as follows:

a) **Workers' Compensation And Employer's Liability Insurance.**

Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

b) **Commercial Liability Insurance (Primary And Umbrella).**

Commercial 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 extensions shall include the following: all premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non contributory basis for any liability arising directly or indirectly from the lease.

c) Automobile Liability Insurance (Primary And Umbrella).

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

d) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by the Tenant for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as loss payee.

The Tenant shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Tenant.

e) All Risk Builders Risk Insurance.

When Tenant undertakes any construction, including improvements, betterments and/or repairs, the Tenant shall provide 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. Coverage shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as loss payee.

## 6.2 Other Terms Of Insurance.

The Tenant will furnish the City of Chicago, Department of General Services, Bureau of Asset Management, Suite 3700, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this lease. The Tenant shall submit evidence on insurance prior to lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the

insurance policies indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the City. The Tenant shall advise all insurers of the lease provisions regarding insurance. Non-conforming insurance shall not relieve Tenant of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease 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 Tenant.

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

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

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

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

### 6.3 Tenant's Indemnification.

Tenant shall indemnify and hold Landlord harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from Landlord by reason of Tenant's negligent performance of or failure to perform any of its obligations under this lease.

*Section 7.**Damage Or Destruction.***7.1 Damage Or Destruction.**

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect.

*Section 8.**Conflict Of Interest And Governmental Ethics.***8.1 Conflict Of Interest.**

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this lease.

**8.2 Duty To Comply With Governmental Ethics Ordinance.**

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City of Chicago.

*Section 9.**Holding Over.*

## 9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning August 1, 2007.

*Section 10.**Miscellaneous.*

## 10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

Asset Manager  
Department of General Services  
Bureau of Asset Management  
30 North LaSalle Street, Suite 3700  
Chicago, Illinois 60602

or at such other place as Landlord may from time to time designate by written notice to Tenant and to Tenant at the Premises. All notices, demands and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Heidi Nelson  
Chicago Health Outreach  
1015 West Lawrence Avenue  
Chicago, Illinois 60640

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Landlord

by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

#### 10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

#### 10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

#### 10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

#### 10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

#### 10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

#### 10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.



#### 10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

#### 10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

#### 10.10 Termination Of Lease.

Landlord shall have the right to terminate this lease by providing Tenant with sixty (60) days prior written notice any time after the execution of this lease.

#### 10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

#### 10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemnation or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

*Section 11.*

*Additional Responsibilities Of Landlord.*

Landlord under this lease shall:

11.1

Replace any broken plate glass of the Premises during Term of this lease which is not caused by negligence of Tenant.

11.2

Provide, at Landlord's expense, any and all janitorial service for all maintenance of the exterior and interior of building, including all structural, mechanical and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing or sweeping of any kind, or moving of furniture or replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

11.3

Provide and pay for hot and domestic water for the Premises.

11.4

Maintain plumbing in good operable condition.

11.5

Provide and pay for exterminator services whenever necessary.

11.6

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the Premises.

## 11.7

Provide and pay for air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the air-conditioning plant and equipment in good operable condition.

## 11.8

Provide and pay for heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain all the heating plant and equipment in good operable condition.

*Section 12.**Additional Responsibilities Of Tenant.*

Tenant under this lease shall:

## 12.1

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind. Tenant acknowledges and agrees that Tenant, at its sole cost and expense, shall be responsible for the safe and sanitary collection, handling and disposal of medical and biohazardous waste generated in connection with the use of the Premises by Tenant; all such collection, handling and disposal to be performed in strict accordance with all applicable laws and regulations.

## 12.2

Be responsible for trade fixtures, equipment and maintenance of such.

## 12.3

For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, the license or permit must be obtained by Tenant prior to using the Premises for such activity. The City of Chicago must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of this lease.

## 12.4

Upon the termination of this lease by lapse of time, Tenant may remove Tenant's personal property and equipment, provided that Tenant shall repair any injury or damage to the Premises which may result from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of any kind from the Premises prior to the end of the Term, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this lease as a bill of sale, without further payment or credit by Landlord to Tenant.

## 12.5

Tenant after written request to Landlord can place exterior sign on Premises, size, location and color to be approved by the Department of General Services.

## 12.6

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or increases the rate of insurance on the Premises.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

City of Chicago, an Illinois municipal  
corporation

By: The Department of General Services

By: \_\_\_\_\_  
Michael C. McCue, Commissioner

Approved: Department of Health

By: \_\_\_\_\_  
John Wilhelm, M.D., Commissioner

Tenant:

Chicago Health Outreach

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

Approved As To Form And Legality:

By: Department of Law

By: \_\_\_\_\_  
Assistant Corporation Counsel

---

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT  
WITH LEGACY DEVELOPMENT GROUP, L.L.C.  
FOR CITY-OWNED PROPERTY AT  
11 -- 15 EAST 9<sup>TH</sup> STREET AND  
901 SOUTH STATE STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 execution of a lease agreement with Legacy Development Group, L.L.C., 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 the owner of the property commonly known as 11 -- 15 East 9<sup>th</sup> Street which is depicted on Exhibit A to the lease attached hereto as Exhibit I (the "Property"); and

WHEREAS, The City intends to convey the Property to a qualified developer for the purpose of undertaking a development project consistent with the Near South Tax Increment Financing Area Redevelopment Plan; and

WHEREAS, The City proposes to lease the Property on an interim basis for use as a surface parking lot until the City is prepared to convey for development purposes; and

WHEREAS, The City received a proposal from Legacy Development Group, L.L.C. to lease the Property for a one (1) year term for a rental of Six Thousand Nine Hundred Eighty Dollars (\$6,980) per month; and

WHEREAS, The lease may be cancelled on thirty (30) days prior to written notice; and

WHEREAS, The City through the Department of Planning and Development advertised its intention to enter into the lease proposed by Legacy and did not receive other satisfactory proposals; now, therefore,

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

SECTION 1. The Commissioner of Planning and Development is authorized to execute a lease substantially in the form attached hereto.

SECTION 2. This ordinance shall take effect immediately upon its passage.

Exhibit I referred to in this ordinance reads as follows:

*Exhibit I.*

This lease is entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the City of Chicago, an Illinois municipal corporation ("City"), having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, and Legacy Development Group, L.L.C., an Illinois limited liability company ("Lessee"), having its principal offices at 27 East Monroe Street, Suite 1100, Chicago, Illinois 60603.

*Recitals.*

Whereas, The City is the owner of the parcels of property commonly known as 11 -- 15 East 9<sup>th</sup> Street and 901 South State Street, Chicago, Illinois 60601, which are identified by Permanent Index Numbers 17-15-306-033, 003 and 004 and legally described on (Sub)Exhibit A attached hereto (the "Property"); and

Whereas, The Property is located in a redevelopment area known as the Near South Tax Increment Financing Redevelopment Area; and

Whereas, The City is interested in selling the Property to a developer who will develop the Property in accordance with the guidelines and requirements of the

Near South Tax Increment Financing Redevelopment Plan; and

Whereas, Lessee has requested that the City grant it a lease so that it could operate a grade level public parking lot on the Property until such time as the City is ready to convey the Property to a developer in accordance with its normal disposition procedures; and

Whereas, The City is willing to lease the Property to Lessee to allow Lessee to operate a public parking lot on the Property on an interim basis;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties agree as follows:

*Section 1.*

*Grant Of Lease.*

A. Original Term. The City hereby leases the Property to Lessee on the terms and conditions set forth herein for a term of one (1) year commencing on \_\_\_\_\_, 2002 ("Commencement Date") and ending on \_\_\_\_\_, 2003 ("Termination Date"), unless sooner terminated in the manner provided in this lease.

B. Renewal Terms. Lessee may renew this lease for two (2) consecutive one (1) year terms, subject to the approval of the Department of Planning and Development ("D.P.D."), on the following conditions:

(1) this lease is in full force and effect and Lessee is not in default of any of its obligations set forth herein;

(2) the renewal terms will be on the same terms, covenants and conditions set forth in this lease, except that the monthly operating fee payable to the City shall be increased to Seven Thousand One Hundred Seventy-five and no/100 Dollars (\$7,175.00) for the first (1<sup>st</sup>) renewal term, and to Seven Thousand Three Hundred Ninety-eight and no/100 Dollars (\$7,398.00) for the second (2<sup>nd</sup>) renewal term;

(3) Lessee notifies D.P.D. in writing of its desire to renew this lease for an additional one (1) year period not later than sixty (60) days prior to the expiration of the initial term or the first (1<sup>st</sup>) renewal term, as the case may be.



C. Use Of Additional Land. In the event that additional City-owned land contiguous to the Property becomes available for use on an interim basis, Lessee may rent such additional land for parking purposes on the same terms and conditions set forth herein, subject to the approval of D.P.D.

D. Right To Terminate. Either party may terminate this lease by providing the other party with thirty (30) days prior written notice at any time after the Commencement Date of this lease.

## *Section 2.*

### *Operating Fees, Taxes And Utilities.*

A. Operating Fee. Lessee shall pay to the City a monthly operating fee for the use of the Property in the amount of Six Thousand Nine Hundred Eighty and no/100 Dollars (\$6,980.00). This operating fee shall begin accruing on the Commencement Date and shall be paid to the City on the first (1<sup>st</sup>) day of each month during the term of this lease at the offices of Real Estate Services Division of the Department of Planning and Development, 318 South Michigan Avenue, Room 500, Chicago, Illinois 60604, or at such other place as the City may designate in writing to Lessee. Any operating fee not received by the City within ten (10) days after its due date shall bear interest at the rate of twelve percent (12%) per year until paid in full.

B. Taxes And Other Levies. The City shall pay when due all general real estate taxes which may be levied or assessed against the Property, provided, however, that the foregoing shall not apply to any taxes which may be levied or assessed on Lessee's interest in the Property. Lessee shall promptly pay any and all taxes levied or assessed against it, and shall provide the City with a receipt indicating payment of all such taxes within ten (10) days of such payment. Lessee's failure to pay any such taxes shall constitute an event of default under this lease. Notwithstanding the foregoing, nothing herein shall preclude Lessee from contesting any charge or tax levied against Lessee or Lessee's interest in the Property, and the failure of Lessee to pay such taxes during the pendency of the contest shall not constitute a default under this lease.

C. Utilities. Lessee shall pay when due all charges for gas, electricity, light, heat, power, water, sewer and telephone or other communication service, and all other utility services used in or supplied to the Property.

*Section 3.*

*Condition And Enjoyment Of Property, Alterations  
And Additions, Surrender.*

A. Condition Of Property Upon Delivery Of Possession. Lessee acknowledges and agrees that the Property is being delivered to Lessee "as is", and that it has not relied upon or been induced by any statements or representations made by the City with respect to the physical condition of the Property or this transaction which might be pertinent in considering the leasing of the Property or the execution of this lease. Lessee has relied solely on such investigations, examinations and inspections as Lessee has chosen to make. The City makes no warranty, either express or implied, as to the condition of the property or that the Property shall be suitable for Lessee's purposes or needs. The City shall not be liable for any latent defect and Lessee shall not, under any circumstances, withhold any monies payable to the City hereunder on account of any defect in the Property. By its occupation of the Property, Lessee accepts the Property as being free and clear from all defects and in good, safe, clean and orderly condition and repair.

B. Lessee's Duty To Maintain Property And Right Of Access. Lessee shall, at its sole expense, keep the Property in a condition of thorough repair and good order. If Lessee refuses or neglects to make needed repairs within ten (10) days after written notice thereof sent by the City, the City, at its option, may make such repairs and charge the costs thereof to Lessee. Lessee shall pay all costs to the City within seven (7) days of receipt of the bill. The City shall have the right of access to the Property for the purpose of inspecting and making repairs to the Property and showing the Property to prospective purchasers, provided that except in the case of emergencies, the City shall first give notice to Lessee of its desire to enter the Property. The City shall schedule its entry so as to minimize any interference with Lessee's use of Property.

C. Use Of The Property. Lessee may only use the Property as a surface public parking lot, or for such other purpose as D.P.D. agrees to in writing. Lessee agrees to conduct its activities on the Property in compliance with all federal, state and local laws, ordinances, orders, rules and regulations, including all federal, state and local environmental and landscaping laws and regulations. Lessee shall be responsible for obtaining at its own expense all necessary governmental approvals, permits or licenses needed in connection with the Property or with any work or business conducted thereon. Lessee must not suffer or permit any waste, damage, disfigurement or injury to the Property or to any improvements, fixtures or equipment located thereon. Lessee further agrees not to store, generate, use or dispose of any hazardous materials, special wastes or other contaminants on the Property. For the purposes of this lease, the term "Hazardous Materials" means any material defined or treated as a hazardous substance, hazardous

waste, toxic substance or contaminant under any federal, state or local environmental law. The term "Special Waste" means those substances as defined in Section 3.45 of the Illinois Environmental Protection Act, and as further referred to in Section 809.13 of 35 Illinois Admin. Code, Subtitle G, Chapter 1.

D. Alterations And Additions. Lessee shall have the right to make any alterations, additions and improvements to the Property as it deems necessary, provided that any such alterations, additions and improvements shall be in full compliance with all applicable laws, and provided further that Lessee has obtained the prior written consent of the City, which consent shall not be unreasonably withheld.

E. Surrender. Upon the termination of this lease, whether by forfeiture, lapse of time or otherwise, Lessee shall immediately surrender and deliver up the Property, together with all improvements thereon, to the City in good condition and repair, ordinary wear and tear excepted.

#### *Section 4.*

##### *Assignment And Liens.*

A. Assignment. Lessee may not assign this lease in whole or in part without the prior written consent of the City.

B. Lessee's Covenant Against Liens. Lessee shall not cause or permit any lien or encumbrance, whether created by act of Lessee, by operation of law or otherwise, to attach to or be placed upon the City's title or interest in the Property. All liens and encumbrances created by Lessee shall attach to Lessee's interest only.

#### *Section 5.*

##### *Insurance, Indemnification And Waiver Of Claims.*

A. Lessee's Duty To Provide Insurance. Lessee shall procure and maintain at all times, at Lessee's own expense, the type of insurance specified below, with an insurance company authorized to do business in the State of Illinois covering all operations under this lease.

Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: all premises and operations and contractual liability (with no limitation endorsement). The City, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from Lessee's use of the Property.

B. Other Terms Of Insurance. Lessee shall furnish the City with an original certificate of insurance evidencing the required coverage to be in force on the Commencement Date of this lease. The failure of Lessee to deliver such evidence to the City shall not be deemed to be a waiver by the City, and Lessee shall remain under continuing obligation to maintain the insurance coverage. 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 not renewed. Lessee shall cause the insurer to waive its rights of subrogation against the City. Any and all deductibles on referenced insurance coverages shall be borne by Lessee. Lessee acknowledges and understands that any insurance coverage and limits furnished by Lessee shall in no way limit Lessee's liabilities and responsibilities set forth in this lease or by law, and that any insurance maintained by the City shall apply in excess of and not contribute with insurance provided by Lessee under this lease. If Lessee desires additional coverage, higher limits of liability, or other modifications for its own protection, Lessee shall be responsible for the acquisition and cost of such additional protection. The City reserves the right to modify, delete, alter or change these requirements.

C. Indemnification. Lessee agrees to indemnify, defend and hold the City, its agents and employees, harmless from and against all loss, liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or be recovered from the City by reason or on account of damage to the Property or injury to or death of any person, arising from or during Lessee's use or occupancy of the Property, including acts of Lessee's agents, contractors, subcontractors and invitees. Lessee also agrees to indemnify and hold the City, its agents and employees, harmless against any penalty, damages or charge imposed for any violation of any laws or ordinances occasioned or caused by Lessee.

D. Waiver Of Claims. To the extent permitted by law, Lessee releases the City and its agents and employees from, and waives all claims for, damages to person or property sustained by Lessee or any other person resulting directly or indirectly from fire or other casualty, cause or existing or future condition, defect, matter or thing in or about the Property, or from any equipment or appurtenance therein, or from any accident in or about the Property, or from any act or neglect of any occupant of the Property or of any other person, except to the extent such claim arises from the negligence or willful misconduct of the City. This section shall

apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above, or from any other thing or circumstance, whether of a like nature or a wholly different nature.

*Section 6.*

*Damage Or Destruction.*

If the Property is damaged or destroyed by fire or other casualty to such an extent that Lessee cannot continue its normal business thereon, either party shall have the right to declare this lease terminated as of the date of such damage or destruction by giving the other party written notice to such effect. If either party exercises this right, the operating fee shall be abated as of the date of such damage or destruction. If the damage does not render the entire Property unusable, then Lessee may repair the same with reasonable promptness, subject to reasonable delays caused by matters beyond Lessee's reasonable control. Lessee's obligation to pay the operating fee shall be abated during the period the Property is being restored by the same proportion as the proportion of the Property rendered untenable.

*Section 7.*

*Conflict Of Interest And Governmental Ethics.*

A. Conflict Of Interest. No official or employee of the City, nor any member of any board, commission or agency of the City, shall have any personal interest, direct or indirect, in the Property; nor shall any such official, employee or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

B. Lessee's Duty To Comply With Governmental Ethics Ordinance. Lessee shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 which provides that no payment, gratuity or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract

or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

*Section 8.*

*Miscellaneous.*

A. Notices. Any notice, demand or request required hereunder must be given in writing at the addresses set forth below, by any of the following means: (1) personal service; (2) facsimile machine; (3) overnight courier; or (4) registered or certified first class mail, return receipt requested.

If To The City:

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

with copies to:

Department of Planning and  
Development  
318 South Michigan Avenue  
Room 500  
Chicago, Illinois 60604  
Attention: Real Estate Services Division

Corporation Counsel's Office  
30 North LaSalle Street  
Suite 1610  
Chicago, Illinois 60602  
Attention: Real Estate Division

If To Lessee:

Legacy Development Group, L.L.C.  
27 East Monroe Street  
Suite 1100  
Chicago, Illinois 60603  
Attention: William Warman

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) above will be deemed received upon such personal service or confirmed transmission by facsimile machine, respectively. Any notice, demand or request sent pursuant to clause (c) above will be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above will be deemed received two (2) business days following receipt in the mail.

B. Partial Invalidity. If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

C. Governing Law. This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

D. Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

E. Captions And Section Numbers. The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

F. Binding Effect Of Agreement. The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties and their representatives, successors and assigns.

G. Time Is Of The Essence. Time is of the essence of this lease and of each and every provision hereof.

H. No Principal/Agent Or Partnership Relationship. Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

1. Force Majeure. When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

In Witness Whereof, The parties have executed this lease as of the date and year first above written.

Legacy Development Group, L.L.C.  
an Illinois not-for-profit corporation

By: \_\_\_\_\_  
William Warman,  
Managing Member

City of Chicago,  
an Illinois municipal corporation

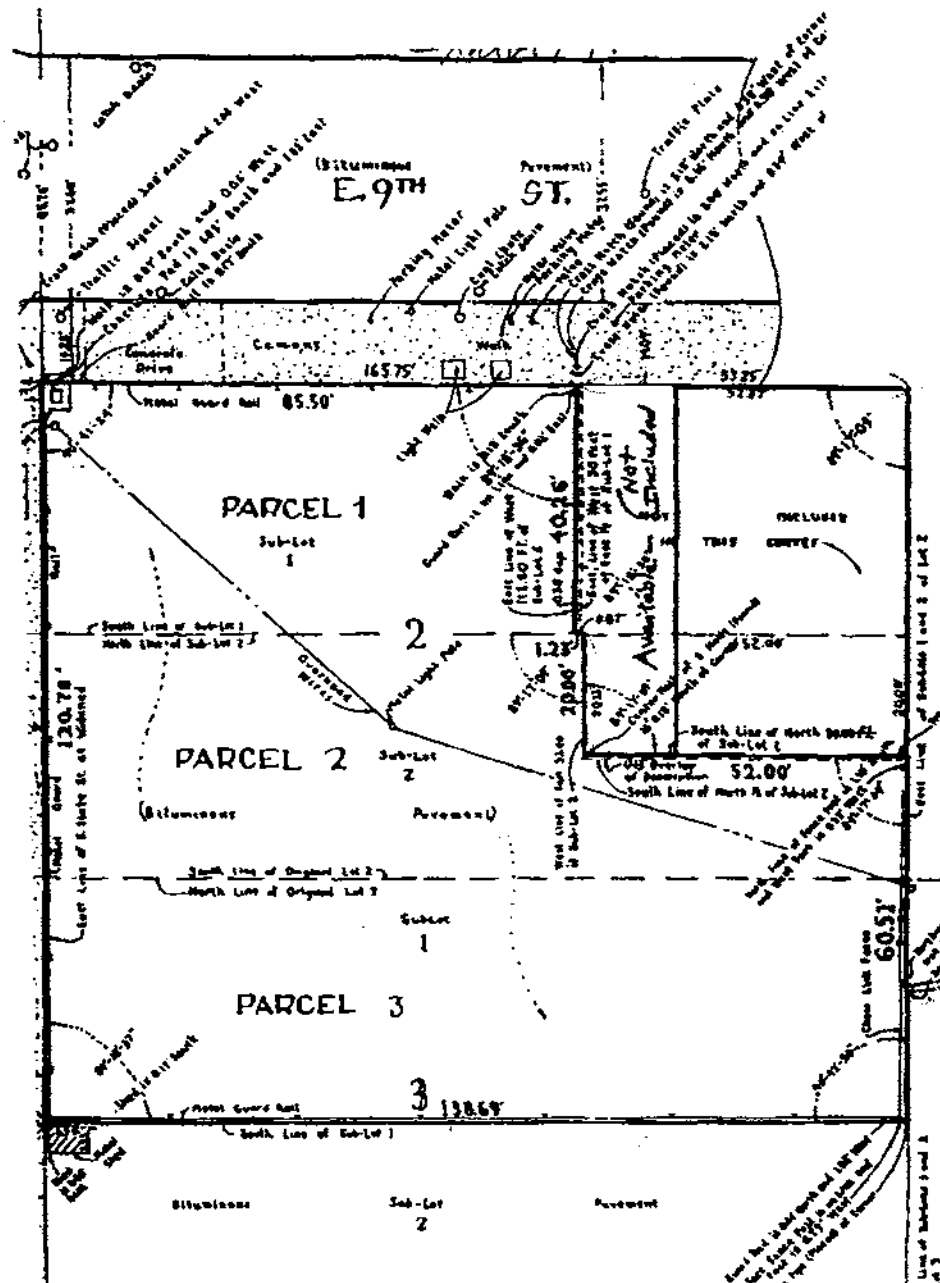
By: \_\_\_\_\_  
Alicia Mazur Berg,  
Commissioner of Planning  
and Development

[Exhibit "A" referred in this Lease Agreement  
printed on page 91420 of this *Journal*.]



*Exhibit "A".*  
 (To Lease Agreement With Legacy  
 Development Group, L.L.C.)

STATE



AUTHORIZATION FOR EXECUTION OF LEASE  
AGREEMENT AT 3059 WEST 26<sup>TH</sup> STREET  
FOR DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 execution of a lease agreement with Apex Investment 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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. The Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago, a lease with Apex Investment Associates, Inc., as beneficiary under LaSalle Bank National Association as successor to American National Bank and Trust Company of Chicago, Trust Number 22630, dated December 1, 1965, as landlord, for approximately twelve thousand (12,000) square feet of office space, located on the ground floor at 3059 West 26<sup>th</sup> Street, for use by the Department of Health, as tenant, such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows  
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

*Lease Number 10039.*

This lease is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between Apex Investment Associates, Inc. as beneficiary under LaSalle Bank National Association as successor to American National Bank and Trust Company of Chicago, Trust Number 22630, dated December 1, 1965 (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

*Recitals.*

Whereas, Landlord is the owner of the premises more commonly known as 3059 West 26<sup>th</sup> Street (Pilsen Park Shopping Center) Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately twelve thousand (12,000) square feet of ground floor office space located at 3059 West 26<sup>th</sup> Street to be used by the Department of

Health;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

*Section 1.*

*Grant.*

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately twelve thousand (12,000) square feet of office space located on that certain parcel of real estate more commonly known as 3059 West 26<sup>th</sup> Street (Pilsen Park Shopping Center), Chicago, Illinois (the "Premises").

*Section 2.*

*Term.*

The term of this lease ("Term") shall commence on July 1, 2001 ("Commencement Date"), and shall end on June 30, 2003, unless sooner terminated as set forth in this lease.

*Section 3.*

*Rent, Taxes And Utilities.*

**3.1 Rent.**

Tenant shall pay base rent for the Premises in the amount of:

a) Twenty-one Thousand Six Hundred Twenty-six and no/100 Dollars (\$21,626.00) per month for the period beginning on the first (1<sup>st</sup>) day of July, 2001 and ending on the thirty-first (31<sup>st</sup>) day of June, 2002.

b) Twenty-two Thousand Two Hundred Seventy-four and no/100 Dollars (\$22,274.00) per month for the period beginning on the first (1<sup>st</sup>) day of July, 2002 and ending on the thirtieth (30<sup>th</sup>) day of June, 2003.

Rent shall be paid to Landlord at Apex Investment Associates, Inc. Attention: Shai Lothan, 4001 West Devon Avenue, Chicago, Illinois 60646 or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

### 3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that tenant shall pay.

### 3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, and telephone or other communication service and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

## Section 4.

### *Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.*

#### 4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments, ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

#### 4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

#### 4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of the City of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), Title 15 ("Fire Prevention") and all applicable landscape ordinances. If Landlord shall refuse or neglect to make needed repairs within ten (10) days after mailing of written notice thereof sent by Tenant, unless such repair cannot be remedied within ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease or Tenant can immediately terminate this lease by providing the Landlord with written notice of termination for cause sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or as otherwise necessary in the operation or protection of the Premises.

#### 4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

#### 4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

### *Section 5.*

#### *Assignment, Sublease And Liens.*

##### 5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

##### 5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

### *Section 6.*

#### *Insurance And Indemnification.*

##### 6.1 Insurance.

The Landlord shall procure and maintain at all times, at Landlord's own expense, during the term of this lease, the insurance coverages and requirements specified below, insuring all operations related to the lease.

The kinds and amounts of insurance required are as follows:

a) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all Landlord's employees at the premises and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness. This provision shall also apply to Landlord's employees, agents or clients hired for work on the Premises.

b) Commercial Liability Insurance (Primary And Umbrella).

Commercial 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 extensions shall include the following: all premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the lease.

c) Automobile Liability Insurance (Primary And Umbrella).

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

d) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss, damage to or destruction of property.

The Landlord shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Landlord.



## 6.2 Other Terms Of Insurance.

The Landlord will furnish the City of Chicago, Department of General Services, Bureau of Asset Management, 30 North LaSalle Street, Suite 3700, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this lease. The Landlord shall submit evidence on insurance prior to lease award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the City. The Landlord shall advise all insurers of the lease provisions regarding insurance. Non-conforming insurance shall not relieve Landlord of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease 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 Landlord.

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

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

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

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

### 6.3 Mutual Indemnification.

Landlord and Tenant shall indemnify and hold each other harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from either party by reason of any negligent performance of or failure to perform any of their obligations under this lease.

## *Section 7.*

### *Damage Or Destruction.*

#### 7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

## *Section 8.*

### *Conflict Of Interest And Governmental Ethics.*

#### 8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this lease.

#### 8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120,

which states that no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

*Section 9.*

*Holding Over.*

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning July 1, 2003 and the rent shall be at the same rate as set forth in Section 3.1b of this lease.

*Section 10.*

*Miscellaneous.*

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Tenant as follows:

Asset Manager  
Department of General Services  
Bureau of Asset Management  
30 North LaSalle Street  
Suite 3700  
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage

prepaid, addressed to Landlord as follows:

Shai Lothan  
Apex Investment Associates, Inc.  
4001 West Devon Avenue  
Chicago, Illinois 60646

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

#### 10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

#### 10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

#### 10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

#### 10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

#### 10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

#### 10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

#### 10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

#### 10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

#### 10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with thirty (30) days prior written notice any time after the execution of this lease.

#### 10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

#### 10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

### *Section 11.*

#### *Additional Responsibilities Of Landlord.*

Landlord under this lease shall:

##### 11.1

Provide and pay for hot and domestic water for the Premises.

##### 11.2

Maintain plumbing in good operable condition.

##### 11.3

Maintain two (2) fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

##### 11.4

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of the Premises, including all structural, mechanical and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

## 11.5

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

## 11.6

Provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

*Section 12.**Additional Responsibilities Of Tenant.*

Tenant under this lease shall:

## 12.1

Replace any broken plate glass on first (1<sup>st</sup>) floor of said Premises during Term of lease which is not caused by negligence of Landlord.

## 12.2

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

## 12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the Premises provided that it complies with federal, state and municipal laws.

## 12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

## 12.5

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

## 12.6

Pay for monthly alarm service, if necessary.

## 12.7

Tenant or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or increases the rate of insurance on the Premises.

## 12.8

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances, thereto; and maintain the smoke detectors in the Premises in accordance with applicable law.

*Section 13.**Additional Clauses.*

## 13.1

Tenant shall have use of parking spaces as adjacent parking lot and comply with the rules and regulations of Pilsen Shopping Center.



## 13.2

Tenant will not have a registered pharmacist on demised Premises nor sell any pharmaceutical products.

## 13.3

In the event Tenant elects to place another similar City Agency in the leased Premises, Tenant shall pay rent for the entire leased Premises until such time as the replacement Agency takes occupancy of the leased premises at which time the rent obligation shall become that of the replacement City Agency. Further, any replacement City Agency shall be similar to Tenant in number of employees and invitees.

## 13.4 Assignment Of Sale By Landlord.

In the event Landlord shall assign this lease and/or sell or convey the building, or its interest in the building the same shall operate to release Landlord from any future liability upon any of the covenants to conditions, expressed or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this lease. This lease shall not be affected by such assignment or sale, and Tenant agrees to attorn to the Purchaser or Assignee.

## 13.5 Mutual Waiver Of Subrogation Rights.

Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or other casualty or occurrence is incurred by either of the parties of this lease, or anyone claiming by, through, or under it in connection with respect to such loss, cost, damage or expense or required under this lease to be so insured, then the party so insured (or so required) hereby releases the other party from any liability said other party may have on account of said loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered has such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof provided that such release of liability and waiver of the right subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increased the cost hereof (provided that in the case of increased cost, the other party shall have the right within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect). If the party released from liability hereunder is the Landlord, and if Landlord is an Illinois Land Trust, the term "Landlord", for the purpose of this Section 13.5 only, shall include the Trustee, its agents, its

beneficiary or beneficiaries and their agents.

#### 13.6 Estoppel Certificate.

The Tenant agrees that from time to time upon not less than fifteen (15) days prior request by Landlord, the Tenant will deliver to Landlord a statement in writing certifying (a) that this lease is unmodified and in full force and effect (or if there have been modifications, identifying the modifications, identifying); (b) the dates to which the rent and other charges have been paid; (c) that the Landlord is not in default under any provision of this lease, or, if in default, the nature thereof in detail; (d) that Tenant is in occupancy and paying rent on a current basis with no rental offsets or claims; (e) that there has been no prepayment of rent other than that provided for in the lease; and (f) that there are no actions, whether voluntary or otherwise, pending against Tenant under the Bankruptcy Laws of the United States or any State thereof.

#### 13.7 Subordination Or Superiority.

The rights and interest of Tenant under this lease shall be subject and subordinate to any first (1<sup>st</sup>) mortgage or trust deed creating a first (1<sup>st</sup>) mortgage that may be placed upon the Leased Premises by Landlord and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof if the mortgagee or trustee named in said mortgages or trust deeds shall elect to subject and subordinate the rights and interest of the Tenant under this lease to the lien of its mortgage or deed of trust and shall agree to recognize this lease of Tenant in the event of foreclosure if Tenant is not in default (which agreement may, at such mortgagee's option, require attornment by Tenant). Any such mortgagee or trustee may elect to give the rights and interest of Tenant under this lease priority over the lien of its mortgage or deed of trust. In the event of either such election and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this lease shall be deemed to be subordinate to, or to have priority over subsequent to the date of said mortgage or trustee deed. Tenant shall execute and deliver whatever instruments may be required within twenty (20) days after demand in writing.

#### 13.8 Surrender.

Upon the termination of this lease whether by forfeiture, lapse of time or otherwise, or upon the termination of Tenant's right to possession of the Leased Premises, Tenant will at once surrender and deliver up the Leased Premises together with all improvements thereon, to Landlord in good condition and repair, reasonable wear and tear excepted. Said improvements shall include all plumbing,

lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Leased Premises (as distinguished from operations incident to the business of the business of the Tenant; articles of personal property incident to Tenant's business are hereinafter referred to as "Trade Fixtures"). All additions, hardware, non-trade fixtures and improvements, temporary or permanent, in or upon the Leased Premises placed there by Tenant shall become Landlord's property and shall remain upon the Leased Premises upon such termination of this lease or by lapse of time or otherwise, without compensation or allowance or credit to Tenant excluding racking, unless Landlord requests their removal in writing at or before the time of such termination of this lease. If Landlord so requests removal of said additions, hardware, non-trade fixtures and all improvements and Tenant does not make such removal at said termination of this lease, or within fifteen (15) days after such request, whichever is later, Landlord may remove the same and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, delivery and warehousing to Landlord on demand.

#### 13.9 Removal Of Tenant's Property.

Upon the termination of this lease by lapse of time, Tenant may remove Tenant's fixtures provided, however, that Tenant shall repair any injury or damage to the leased Premises which may result from such removals. If Tenant does not remove Tenant's trade fixtures from the leased Premises prior to the end of the Term, however ended, Landlord may, at its option, remove the same and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal (including the repair of any injury or damage to the leased Premises resulting from such removal), delivery and warehousing to Landlord on demand, or Landlord may treat such trade fixtures as having been conveyed to Landlord with this lease as a bill of sale, without further payment or credit by Landlord to Tenant.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

LaSalle Bank National Association, as  
successor to American National Bank  
& Trust Company of Chicago, as  
trustee under trust agreement dated  
December 1, 1965 and known as  
Trust Number 22630 and not  
individually

7/31/2002

REPORTS OF COMMITTEES

91439

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

Apex Investment Associates, Inc. as  
beneficiary of Trust Number 22630

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

Tenant:

City of Chicago, an Illinois municipal  
corporation

By: The Department of General Services

By: \_\_\_\_\_  
Michael C. McCue, Commissioner

Approved: Department of Health

By: \_\_\_\_\_  
John Wilhelm, M.D., Commissioner

Approved As To Form And Legality:

By: Department of Law

By: \_\_\_\_\_  
Assistant Corporation Counsel

**COMMITTEE ON HUMAN RELATIONS.**

---

**APPOINTMENT OF MR. GABRIEL F. FAKHOURI  
AS MEMBER OF ADVISORY COUNCIL  
ON ARAB AFFAIRS.**

The Committee on Human Relations submitted the following report:

CHICAGO, July 31, 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 individual as a member of the Advisory Council on Arab Affairs: Gabriel F. Fakhouri, for a term expiring July 1, 2005, referred to the Committee on Human Relations on June 19, 2002, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment to the Advisory Council on Arab Affairs.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on July 30, 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 Mr. Gabriel F. Fakhouri as a member of the Advisory Council on Arab Affairs was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

---

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF  
ADVISORY COUNCIL ON VETERANS AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, July 31, 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 Veterans Affairs: Eric Myers, for a term expiring on July 1, 2003, Lizette Rhone, for a term expiring on July 1, 2004, and Lucy Martinez-Schallmoser, for a term expiring on July 1, 2005, referred to the Committee on Human Relations on June 19, 2002 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments to the Advisory Council on Veterans Affairs.

This recommendation was concurred in by viva voce vote of the Committee on Human Relations on July 30, 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. Eric Myers, Ms. Lizette Rhone and Ms. Lucy Martinez-Schallmoser as members of the Advisory Council on Veterans Affairs were *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 023 OF  
MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW  
SUBSECTION 12.142 WHICH DISALLOWS ISSUANCE  
OF ADDITIONAL PACKAGE GOODS LICENSES  
ON PORTIONS OF SOUTH WESTERN  
AVENUE AND EAST 40<sup>TH</sup> STREET.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 31, 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 Frias (which was referred on May 1, 2002), to amend Section 4-60-023 of the Municipal Code of Chicago inserting a new

subsection 4-60-023(12.142), 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 July 30, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as new subsection 4-60-023(12.142), as follows:

4-60-023 Restrictions On Additional Package Goods License:

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:



*(12.142) On Western Avenue, from Pershing Road to 4100 south; and on 40<sup>th</sup> Street, from Western Avenue to Campbell Avenue.*

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

---

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF  
MUNICIPAL CODE OF CHICAGO BY DELETION OF  
SUBSECTION 13.19 WHICH RESTRICTED ISSUANCE  
OF ADDITIONAL PACKAGE GOODS LICENSES ON  
PORTIONS OF WEST 59<sup>TH</sup> STREET AND  
SOUTH KEDVALE AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 31, 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 Olivo (which was referred on July 10, 2002), to amend Section 4-60-023 of the Municipal Code of Chicago deleting subsection 4-60-023(13.19), 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 July 30, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of the City of Chicago is hereby amended by deleting subsection 4-60-023(13.19).

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 ADDITION  
OF NEW SUBSECTION 38.55 WHICH PROHIBITS  
ISSUANCE OF ADDITIONAL PACKAGE  
GOODS LICENSES ON PORTION  
OF NORTH CENTRAL AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 31, 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 Allen (which was referred on May 29, 2002), to amend Section 4-60-023 of the Municipal Code of Chicago inserting a new subsection 4-60-023 (38.55), 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 July 30, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the area described in Section 2 of this ordinance is adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as a new subsection 4-60-023(38.55), as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

\* \* \* \* \*

*(38.55) On Central Avenue, from Roscoe Street to Addison Street.*

\* \* \* \* \*

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

---

AMENDMENT OF TITLE 4, CHAPTER 253, SECTION 040 OF  
MUNICIPAL CODE OF CHICAGO BY EXEMPTION OF  
RETAIL COMPUTING CENTERS FROM CERTAIN  
LICENSE REQUIREMENTS FOR LIMITED  
OPERATION OF COMPUTER GAMES  
WITHIN LICENSED PREMISES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 31, 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 O'Connor (which was referred on July 10, 2002), to amend Section 4-253-040 of the Municipal Code of Chicago as it relates to computer cafes, 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 July 30, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-253-040 of the Municipal Code of the City of Chicago is hereby amended by inserting the language in italics as follows:

4-253-040 Limits On Activities -- Construction With Other Provisions.

(a) No licensee under this chapter shall sell, dispense or offer to sell or dispense alcoholic liquor, as defined in Chapter 4-60, on the licensed premises.

(b) The fee for use of a computer workstation shall be based on the duration of customer use, without consideration of the type or number of applications used by the customer. No premium, rebate, prize or additional time of use shall be given to any customer for any result achieved by use of a workstation.

(c) A computing workstation located in a licensed retail computing center shall not require an automatic amusement device *license* under Chapter 4-156 of this

Code if the licensee does not advertise that games are available on the computing stations, and if the actual use of the computing station for the playing of games is not more than 25% of the use of the station *per month*.

(d) A retail computing center operating in compliance with a valid license under this chapter shall not require a public place of amusement license under Chapter 4-156 of this Code if (1) a majority of the menu selection categories available to customers are dedicated to applications for business, personal computing, education, communications services and Internet access; and (2) the licensee does not advertise that games are available on the computing stations; and (3) the actual use of the computing stations within the licensed location for the playing of games is not more than 25% of the use of the stations *per month*.

(e) A license under this chapter shall maintain an electronic record of the use of the computing stations at the licensed premises, in order to determine which applications are employed and the length of time that each application is used. It is a violation of this section to alter, manipulate, delete or tamper with the required electronic record.

SECTION 2. This ordinance shall take effect upon its passage and approval.

---

### **COMMITTEE ON POLICE AND FIRE.**

---

AMENDMENT OF TITLE 8, CHAPTER 4 OF MUNICIPAL CODE  
OF CHICAGO BY ADDITION OF NEW SECTION 081 WHICH  
PROHIBITS HUMAN URINATION OR DEFECATION  
ON OUTDOOR PUBLIC AND/OR PRIVATE  
PROPERTY AND ESTABLISHES  
PENALTY PROVISIONS FOR  
VIOLATION OF SAID  
PROHIBITION.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 31, 2002.

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

Your Police and Fire Committee held a meeting on Wednesday, July 24, 2002 at 12:00 P.M. in Room 201-A, having had under consideration an ordinance as amended introduced by Aldermen Bernard J. Hansen and James A. Balcer amending the Municipal Code of the City of Chicago by inserting a new Section 8-4-081 which states that anyone who urinates or defecates on the public way or any outdoor property shall be charged with a misdemeanor and shall be fined or incarcerated, begs leave to report and recommend that Your Honorable Body Pass this matter that is transmitted herein.

This recommendation was concurred in by a vote of the Committee members present. There were no dissenting votes.

Respectfully submitted,

(Signed) ISAAC S. CAROTHERS,  
*Chairman.*

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

*Yeas*-- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 8-4 of the Municipal Code of the City of Chicago is hereby amended by inserting a new Section 8-4-081, as follows:

8-4-081

*Any person who urinates or defecates on the public way, or on any outdoor public property, or on any outdoor private property, shall be guilty of a misdemeanor and shall be fined not less than \$100 nor more than \$500, or incarcerated for no less than five days and no more than ten days, or both fined and incarcerated. This ordinance shall not apply to use of a temporary or permanent structure or enclosure erected outdoors for use as a toilet facility.*

SECTION 2. This ordinance shall take effect ten (10) days after its passage and publication.

---

**COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.**

---

PERMISSION GRANTED TO MS. NANCY FREGIN/AMERICAN  
SOCIETY OF ARTISTS FOR CONDUCT OF ART FAIRS  
AT SPECIFIED LOCATIONS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration two orders for the conduct of art fairs (referred July 10, 2002), begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which are transmitted herewith on July 24, 2002 at the 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

*Portions Of East Superior Street, North State  
Street And East Chicago Avenue.*

*Ordered*, That the Commissioner of Transportation is hereby authorized and directed to give permission to Nancy Fregin/American Society of Artists, 500 North Michigan Avenue, to conduct an art fair during the hours of 6:00 A.M. through 8:00 P.M., Sunday, July 28, 2002. The art fair is to be held on East Superior Street, from North State Street to North Wabash Avenue; North State Street, from East Superior Street to East Chicago Avenue; and East Chicago Avenue, from North State Street to North Wabash Avenue.

*Portion Of West Pearson Street.*

*Ordered*, That the Commissioner of Transportation is hereby authorized and directed to give permission to Nancy Fregin/American Society of Artists, 500 North Michigan Avenue, to conduct an art fair during the hours of 6:00 A.M. through 8:00 P.M. on the following days:

Saturday, July 6, 2002; and

Sunday, July 7, 2002.

The art fair will be held on West Pearson Street, from North State Street (south side) to Baumhart Street.

---

PERMISSION GRANTED TO VARIOUS APPLICANTS FOR CONDUCT  
OF SIDEWALK SALES AT SPECIFIED LOCATIONS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration two orders for the conduct of sidewalk sales (referred July 10, 2002), begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which are transmitted herewith on July 24, 2002 at the 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

*Edie Cavanaugh/West Lawn  
Chamber Of Commerce.*

*Ordered*, That the Commissioner of Transportation is hereby authorized and directed to give permission to Edie Cavanaugh/West Lawn Chamber of Commerce, 3525 West 63<sup>rd</sup> Street, to hold a sidewalk sale in front of 3525 West 63<sup>rd</sup> Street on the following days, from the hours of 10:00 A.M. to 7:00 P.M.:

Friday, July 26, 2002; and

Saturday, July 27, 2002.

*Jimmy's Dollar & Quick Gear.*

*Ordered,* That the Commissioner of Transportation is hereby authorized and directed to give permission to Jimmy's Dollar & Quick Gear, 6910 South Western Avenue, for the conduct of a sidewalk sale in front of 6910 South Western Avenue for the following days:

July 12, 13, 14, 19, 20, 21, 26, 27 and 28, 2002;

August 2, 3, 4, 9, 10, 11, 16, 17, 18, 23, 24, 25, 30 and 31, 2002; and

September 1, 6, 7, 8, 13, 14, 15, 20, 21, 22, 27, 28 and 29, 2002,

during the hours of 11:00 A.M. through 7:00 P.M., each day.

---

AUTHORIZATION FOR ISSUANCE OF ALL SPECIAL EVENT  
PERMITS AND LICENSES, FREE OF CHARGE, FOR  
CONDUCT OF VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration ordinances authorizing the issuance of special event permits and licenses (referred July 10, 2002), begs leave to recommend that Your Honorable Body do Pass the proposed ordinances which are transmitted herewith on July 24, 2002 at the 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 ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

#### *Fiesta Del Sol.*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Streets and Sanitation, the Commissioner of Transportation and the Director of Revenue are hereby directed to issue all necessary special event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Pilsen Neighbors Community Council (all festival participants and applicants) for Fiesta Del Sol, to be held July 27, 28, 29, 30 and 31, 2002 on the premises known as 1000 to 1400 West Cermak Road.

Said special event shall be held exclusively for not-for-profit and related purposes and shall not be otherwise used with a view to profit.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

---

*Taste Of Midway.*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Streets and Sanitation, the Commissioner of Transportation, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary special event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Camillus Parish (all festival participants and applicants) for Taste of Midway to be held August 7, 2002 through August 11, 2002 on the premises known as 5426 South Lockwood Avenue.

Said special event shall be held exclusively for not-for-profit and related purposes and shall not be otherwise used with a view to profit.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

---

AUTHORIZATION FOR ISSUANCE OF VARIOUS PERMITS AND  
LICENSES, FREE OF CHARGE, TO PARTICIPANTS IN  
AFRICA INTERNATIONAL HOUSE'S AFRICAN  
FESTIVAL OF THE ARTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Special Events and Cultural Affairs, had under consideration the waiver of all Itinerant Merchant License fees and Food Vendor License fees, Street Closure Permit fees and Tent Erection Permit fees for participants in the Africa International House's African Festival of the Arts to be held in Washington Park, from August 30 through September 2, 2002 from 10:00 A.M. until 10:30 P.M. daily in the 4<sup>th</sup> Ward (referred July 10, 2002). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed fee waivers which are transmitted herewith on July 24, 2002 at the 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 order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Director of the City Department of Revenue issue, free of charge, the following licenses and permits to the participants in the Africa International House's African Festival of the Arts to be held in Washington Park, from August 30 through September 2, 2002 from 10:00 A.M. to 10:30 P.M., daily:

Food Vendor Licenses;  
Itinerant Merchant Licenses;  
Street Closure Permit; and  
Tent Erection Permit.

---

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, July 31, 2002.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration thirteen orders for fee waivers (referred July 10, 2002), begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which are transmitted herewith on July 24, 2002 at the 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

*Canopy Permit And Inspection Fees.*

*Irish Festival.*

*Ordered,* That the Director of the City Department of Revenue waive all fees relating to the issuance of the canopy permit as required by the Departments of Buildings, Zoning and Fire. We also request that any inspection fees be waived for the Irish American Heritage Center, 4626 North Knox Avenue, which is holding its Irish Festival from July 12 through July 14, 2002.

---

*Food Vendor License Fees.*

*Good Shepard's Family Fest.*

*Ordered,* That the Director of the City Department of Revenue waive all Food Vendors and/or License fees for the participants in the Good Shepard's Family Fest on Saturday, September 7, 2002 to be held at 2719 South Kolin Avenue, during the hours of 1:00 P.M. to 10:00 P.M.

*Saint Agnes Church "Augustfest 2002".*

*Ordered,* That the Director of the City Department of Revenue waive all Food Vendors and/or License fees for the participants in the Saint Agnes Church "Augustfest 2002" at 2651 South Central Park Avenue, to be held on Tuesday, August 13 through Sunday, August 18, 2002, during the hours of 6:00 P.M. to 10:00 P.M.

---

*Food Vendor And Itinerant Merchant License Fees.*

*Illinois State Fair Preview.*

*Ordered,* That the Director of the Department of Revenue is hereby advised and directed to waive the Itinerant Merchant fees and Food Vendor License fees in connection with the Illinois State Fair Preview to take place on Daley Plaza, 66 West Washington Street, July 18, 2002 through July 19, 2002, 10:00 A.M. through 2:00 P.M., hosted by the Chicago Office of Tourism.

---

*Junk Yard Dog Charitable Annual Fund-Raiser.*

*Ordered,* That the Director of the Department of Revenue waive the Food Vendor and Itinerant Merchant License fees for the participants in and applicants for the Junk Yard Dog Charitable Annual Fund-Raiser to be held on July 12, 2002 at 2002 at 2670 South Rockwell Street (Plaza Mexico/Plaza Garibaldi).

*Let's Celebrate (The Opening Of Upper Wacker Drive).*

*Ordered,* That the Director of the Department of Revenue and the Commissioner of Transportation of the City of Chicago are hereby authorized and directed to waive the Food Vendor and Itinerant Merchant License fees/permits for all participants in the Let's Celebrate (the opening of Upper Wacker Drive), June 24, 2002, 10:00 A.M. to 6:00 P.M.; and

*Be It Further Ordered,* That this order shall take effect upon its passage and publication.

---

*Taste Of Blessed Sacrament.*

*Ordered,* That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees and Food Vendor License fees in connection with the Taste of Blessed Sacrament, to take place in Blessed Sacrament parish, 3600 West Cermak Road, Saturday, August 31, 2002, 10:00 A.M. through 6:00 P.M., hosted by Blessed Sacrament parish.

---

*Food Vendor, Itinerant Merchant Licenses  
And Canopy Permit Fees.*

*Irish Festival.*

*Ordered,* That the Director of the City Department of Revenue waive all fees relating to the erection of a Canopy, Food Vendor and Itinerant Merchant Licenses in conjunction with the Irish Festival, sponsored by the Irish American Heritage Center, on their premises at 4626 North Knox Avenue, for the period of July 12 through July 14, 2002.

*Food Vendor, Itinerant Merchant License  
And Street Closure Permit Fees.*

*Gran Kermes de San Roman.*

*Ordered,* That the Director of the Department of Revenue waive the Food Vendor and Itinerant Merchant License fees and Street Closure Permit fees for the participants in and applicants for the Gran Kermes de San Roman, sponsored by Saint Roman parish, to be conducted at 2659 West 23<sup>rd</sup> Street on August 10 and 11, 2002.

---

*Westside World Fair And Parade.*

*Ordered,* That the Director of the City of Chicago Department of Revenue waive the following license and permit fees for the participants in the Westside World Fair and Parade, to be held August 2, 3 and 4, 2002, during the hours of 10:00 A.M. until 10:00 P.M. at Hanson Park, 5501 West Fullerton Avenue:

Itinerant Merchant and Food Vendor License fees; and  
Street Closure Permit fees.

---

*Itinerant Merchant License Fees.*

*57<sup>th</sup> Street Children's Book Fair.*

*Ordered,* That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Itinerant Merchant License fees for participants in the 57<sup>th</sup> Street Children's Book Fair, to be held September 22, 2002,

from 12:30 P.M. to 5:30 P.M. on East 57<sup>th</sup> Street, between South Kimbark Avenue and South Dorchester Avenue and on South Kimbark Avenue, between East 57<sup>th</sup> Street and East 56<sup>th</sup> Street.

---

*Street Closure Permit Fees.*

*World's Largest Block Party.*

*Ordered*, That the Director of Revenue and the Commissioner of Transportation of the City of Chicago are hereby authorized and directed to waive the Street Closure Permit fees for the World's Largest Block Party on South Desplaines Street, from West Madison Street to West Adams Street and West Monroe Street, from the Expressway to South Jefferson Street, which will take place from July 18, 2002 at 7:00 P.M. through July 21, 2002 until 2:00 P.M.; and

*Be It Further Ordered*, That this order shall take effect upon its passage and publication.

---

*Tent Permit Fees.*

*Christkindlemarket 2002.*

*Ordered*, That the Director of the Department of Buildings is hereby authorized and directed to waive the permit fees for the tent(s) and all building structures in connection with Christkindlemarket 2002 to take place on Daley Plaza and Gallery 37, November 28, 2002 through December 23, 2002, 11:00 A.M. to 8:00 P.M., each day, hosted by the German American Chamber of Commerce of the Midwest, Inc., 401 North Michigan Avenue.

**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, July 31, 2002.

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

Your Committee on Traffic Control and Safety, to which was referred (May 2, 2001, February 6, 27, March 27, May 1, 28 and June 19, 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 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays -- None.*

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

*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 5 feet west of North Winchester Avenue, to a point 30 feet west thereof -- loading zone/tow-away zone -- 9:00 A.M. to 9:00 P.M. -- Monday through Friday (02-00392471); |
| 2    | 2109 South Wabash Avenue -- loading zone/valet parking (02-00537257);                                                                                                                                                 |
| 2    | 701 South Wells Street -- 15 minutes with flashing lights -- tow-away zone after 15 minutes -- at all times (02-00851111);                                                                                            |
| 27   | West Randolph Street (north side) from a point 30 feet east of North Halsted Street, to a point 25 feet east thereof -- loading zone/tow-away zone -- 8:00 A.M. to 8:00 P.M. (02-00756870);                           |

| Ward | Location                                                                                                                                                                                                                                                                     |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 27   | North Willard Court (west side) from a point 20 feet south of West Randolph Street, to a point 20 feet south thereof -- loading zone/tow-away zone -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (01-502);                                                            |
| 30   | West Belmont Avenue (south side) from a point 176 feet west of North Lockwood Avenue, to a point 49 feet west thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 10:00 A.M. to 8:00 P.M. (02-00561652); |
| 31   | West Armitage Avenue (north side) from a point 57 feet west of North Kildare Avenue, to a point 24 feet west thereof -- loading zone/tow-away zone -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday (02-00567689);                                                         |
| 36   | North Pacific Avenue (east side) from a point 70 feet north of West Belmont Avenue, to a point 25 feet north thereof -- loading -- 4:00 P.M. to 11:00 P.M. -- all days zone/tow-away zone (02-01013961);                                                                     |
| 37   | West North Avenue (south side) from a point 20 feet east of North Long Avenue, to a point 50 feet east thereof -- loading zone/tow-away zone (02-00898452);                                                                                                                  |
| 38   | West Irving Park Road (south side) from a point 135 feet east of North Meade Avenue, to a point 25 feet east thereof -- loading zone/tow-away zone -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday (02-00898543);                                                       |



| Ward | Location                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 42   | West Ohio Street (north side) from a point 67 feet west of North State Street, to a point 18 feet west thereof -- 30 minute loading zone -- 9:30 A.M. to 4:00 P.M. -- Monday through Friday and 9:00 A.M. to 6:00 P.M. -- Saturday and Sunday -- tow-away zone (02-00378436);                                                                                                                                                                                                       |
| 42   | West Kinzie Street (north side) from a point 75 feet west of North Clark Street, to a point 40 feet west thereof -- loading zone/tow-away zone -- 10:00 A.M. to 4:00 A.M. (02-00900773);                                                                                                                                                                                                                                                                                            |
| 42   | South Michigan Avenue (east side) from a point 246 feet north of East 14 <sup>th</sup> Street, to a point 25 feet north thereof -- loading zone/tow-away zone -- 10:00 A.M. to 6:00 P.M. -- Monday through Saturday (02-00796887);                                                                                                                                                                                                                                                  |
| 42   | North LaSalle Street (east side) from a point 20 feet north of West Erie Street, to a point 34 feet north thereof -- 11:00 A.M. to 4:00 P.M. and 6:30 P.M. to 12:00 Midnight -- Monday through Friday and 11:00 A.M. to 12:00 Midnight -- Saturday and Sunday -- tow-away zone, also, West Erie Street (north side) from a point 20 feet east of North LaSalle Street, to a point 18 feet east thereof -- loading zone/tow-away zone -- 11:00 A.M. to 12:00 Midnight (02-01015191); |
| 43   | West Webster Avenue (south side) from a point 185 feet east of North Halsted Street, to a point 40 feet east thereof -- loading zone/tow-away zone -- 7:00 A.M. to 9:00 A.M. and 1:00 P.M. to 4:00 P.M. -- Monday through Friday (02-00778647);                                                                                                                                                                                                                                     |

| Ward | Location                                                                                                                                                                                                                                                                                                |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 43   | North Halsted Street (east side) from a point 366 feet north of West Wrightwood Avenue, to a point 24 feet north thereof -- loading zone/tow-away zone -- 12:00 P.M. to 8:00 P.M. (02-00778680);                                                                                                        |
| 44   | North Clark Street (west side) from a point 60 feet south of West Wellington Avenue, to a point 25 feet south thereof -- loading zone/tow-away zone -- 10:00 A.M. to 8:00 P.M. (02-00378723);                                                                                                           |
| 44   | North Sheffield Avenue (east side) from a point 20 feet north of West Wolfram Street, to a point 25 feet north thereof -- loading zone/tow-away zone -- 12:00 Noon to 4:00 A.M. (02-00569097);                                                                                                          |
| 46   | North Broadway (east side) from a point 125 feet south of West Sheridan Road, to a point 35 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 10:00 A.M. to 12:00 P.M. -- Monday, Wednesday and Friday (02-00379082). |

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 August 7, 1985 (*Journal of the Proceedings of the City Council*, page 3131) which reads:

"West Adams Street (south side) from a point 20 feet west of South Peoria Street, to a point 70 feet west thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday"

by striking:

"Monday through Friday"

and inserting:

"all days" (40<sup>th</sup> Ward) (02-00757243).

SECTION 2. Amend ordinance passed May 9, 1996 (*Journal of the Proceedings of the City Council*, page 3795) which reads:

"North Clark Street (east side) from a point 110 feet north of West Rosemont Avenue, to a point 25 feet north thereof -- 9:00 A.M. to 6:00 P.M."

by striking the above (40<sup>th</sup> Ward) (02-00539593).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

#### AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Traffic Control and Safety, to which was referred (May 1, 2002) proposed ordinances to amend vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do Pass the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Repeal ordinance passed July 1, 1970 (*Journal of the Proceedings of the City Council*, page 8853) which reads:

"South Mozart Street, from South Archer Avenue to West 42<sup>nd</sup> Street -- southerly" (14<sup>th</sup> Ward) (02-00734089).

SECTION 2. Amend ordinance related to 8100 and 8200 blocks of South Marshfield Avenue -- northerly

by striking:

"northerly"

and inserting:

“southerly”.

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, July 31, 2002.

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

Your Committee on Traffic Control and Safety, to which was referred (February 6, 27, March 27, May 1, 29, June 19, July 10 and 29, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

*Establishment Of Parking Prohibition At All Times.*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way as indicated:

| Ward | Location                                                                                                                                                    |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 34   | South Ashland Avenue (east side) from West 123 <sup>rd</sup> Street to West 111 <sup>th</sup> Street -- no parking of trucks -- at all times (02-00376455). |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*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 the City of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

| Ward | Location                                                                                                                                                                                                            |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2    | South Wabash Avenue (east side) from a point 80 feet south of West 14 <sup>th</sup> Place, to a point 25 feet south thereof -- 2% reserved for disabled parking -- tow-away zone (accessible symbol) (02-00851156); |
| 2    | At 3622 South Calumet Avenue -- Disabled Parking Permit 27735;                                                                                                                                                      |
| 2    | At 2921 South Michigan Avenue (signs to be posted at 2921 South Indiana Avenue) Disabled Parking Permit 32224;                                                                                                      |
| 6    | At 8042 South Vernon Avenue -- Disabled Parking Permit 31762;                                                                                                                                                       |
| 6    | At 9242 South Prairie Avenue -- Disabled Parking Permit 32807;                                                                                                                                                      |
| 6    | At 8148 South Rhodes Avenue -- Disabled Parking Permit 31761;                                                                                                                                                       |
| 6    | At 9413 South Rhodes Avenue -- Disabled Parking Permit 32804;                                                                                                                                                       |
| 6    | At 8130 South Langley Avenue (signs to be posted at 8134 South Langley Avenue) Disabled Parking Permit 29364;                                                                                                       |
| 6    | At 8254 South Champlain Avenue -- Disabled Parking Permit 31767;                                                                                                                                                    |

| Ward | Location                                                                                                        |
|------|-----------------------------------------------------------------------------------------------------------------|
| 7    | At 8111 South Saginaw Avenue -- Disabled Parking Permit 32433;                                                  |
| 8    | At 8033 South Dobson Avenue -- Disabled Parking Permit 32092;                                                   |
| 8    | At 7622 South Cornell Avenue -- Disabled Parking Permit 31149;                                                  |
| 8    | At 8648 South Euclid Avenue -- Disabled Parking Permit 32873;                                                   |
| 8    | At 1531 East 83 <sup>rd</sup> Place -- Disabled Parking Permit 32883;                                           |
| 11   | At 3144 South Throop Street -- Disabled Parking Permit 33441;                                                   |
| 12   | At 2244 South Albany Avenue -- Disabled Parking Permit 31845;                                                   |
| 12   | At 2722 South Troy Street -- Disabled Parking Permit 32680;                                                     |
| 12   | At 2458 South Kedzie Avenue (install signs at 3204 West 25 <sup>th</sup> Street) Disabled Parking Permit 27186; |
| 13   | At 3636 West 63 <sup>rd</sup> Place -- Disabled Parking Permit 30484;                                           |
| 13   | At 5739 South Kildare Avenue -- Disabled Parking Permit 32730;                                                  |
| 15   | At 6325 South Talman Avenue -- Disabled Parking Permit 28573;                                                   |
| 15   | At 6816 South Maplewood Avenue -- Disabled Parking Permit 33657;                                                |
| 18   | At 8014 South Laflin Street -- Disabled Parking Permit 32509;                                                   |



| Ward | Location                                                                                                                            |
|------|-------------------------------------------------------------------------------------------------------------------------------------|
| 20   | At 6940 South Vernon Avenue -- Disabled Parking Permit 30943;                                                                       |
| 21   | At 8347 South Sangamon Street -- Disabled Parking Permit 32850;                                                                     |
| 21   | At 8546 South Sangamon Street -- Disabled Parking Permit 33023;                                                                     |
| 21   | At 9645 South Morgan Street -- Disabled Parking Permit 31991;                                                                       |
| 21   | At 8158 South Sangamon Street (signs to be posted around the corner of West 82 <sup>nd</sup> Street) Disabled Parking Permit 33294; |
| 21   | At 8938 South Bishop Street -- Disabled Parking Permit 31374;                                                                       |
| 23   | At 6154 West 63 <sup>rd</sup> Street -- Disabled Parking Permit 31291;                                                              |
| 23   | At 1637 South Komensky Avenue -- Disabled Parking Permit 29399;                                                                     |
| 23   | At 4936 South Leclair Avenue -- Disabled Parking Permit 32405;                                                                      |
| 24   | At 4445 West Van Buren Street -- Disabled Parking Permit 33190;                                                                     |
| 26   | At 2737 North Francisco Avenue -- disabled permit parking;                                                                          |
| 28   | At 2711 West Wilcox Street -- Disabled Parking Permit 32371;                                                                        |
| 28   | At 3940 West Monroe Street -- Disabled Parking Permit 32073;                                                                        |
| 31   | At 2935 North Keating Avenue -- Disabled Parking Permit 33364;                                                                      |

| Ward | Location                                                                                                                                                                            |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 31   | At 2423 North Tripp Avenue -- Disabled Parking Permit 33360;                                                                                                                        |
| 32   | At 2339 West McLean Avenue -- Disabled Parking Permit 28092;                                                                                                                        |
| 36   | West Cornelia Avenue (south side) from a point 200 feet east of North Narragansett Avenue, to a point 40 feet east thereof -- 2% reserved for disabled parking (02-0791718);        |
| 36   | North Neva Avenue (west side) from a point 65 feet south of West Grace Street, to a point 45 feet south thereof -- 2% reserved for disabled parking -- tow-away zone (02-00407900); |
| 37   | At 4446 West Rice Street -- Disabled Parking Permit 28246;                                                                                                                          |
| 37   | At 1704 North Long Avenue -- Disabled Parking Permit 28240;                                                                                                                         |
| 37   | At 4939 West Cortez Street -- Disabled Parking Permit 28199;                                                                                                                        |
| 37   | At 1054 North Lavergne Avenue -- Disabled Parking Permit 18121;                                                                                                                     |
| 37   | At 520 North Long Avenue -- Disabled Parking Permit 28201;                                                                                                                          |
| 37   | At 5162 West Concord Place -- Disabled Parking Permit 28243;                                                                                                                        |
| 39   | At 5704 North Kedvale Avenue -- Disabled Parking Permit 32746;                                                                                                                      |
| 39   | At 6125 North Central Park Avenue -- Disabled Parking Permit 32752;                                                                                                                 |

| Ward | Location                                                                                                 |
|------|----------------------------------------------------------------------------------------------------------|
| 39   | At 4927 North Keeler Avenue -- Disabled Parking Permit 32756;                                            |
| 39   | At 4842 North Ridgeway Avenue -- Disabled Parking Permit 32758;                                          |
| 41   | At 6616 West Schreiber Avenue -- Disabled Parking Permit 26402;                                          |
| 42   | At 901 South Loomis Street (signs to be placed on West Arthington Street) Disabled Parking Permit 30102; |
| 44   | At 3849 North Janssen Avenue -- Disabled Parking Permit 29477;                                           |
| 50   | At 2941 West Lunt Avenue -- Disabled Parking Permit 29150.                                               |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

*Removal Of Parking Prohibition At All Times.*  
(Except For Disabled)

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

SECTION 1. Removal of Disabled Parking Permit 6387 at 1424 East 72<sup>nd</sup> Place (5<sup>th</sup> Ward).

SECTION 2. Removal of Disabled Parking Permit 10074 at 1511 -- 1515 East 71<sup>st</sup> Place (5<sup>th</sup> Ward).

SECTION 3. Removal of Disabled Parking Permit 19384 at 2141 East 72<sup>nd</sup> Street (5<sup>th</sup> Ward).

SECTION 4. Removal of Disabled Parking Permit 14253 at 5413 -- 5415 South Cornell Avenue (5<sup>th</sup> Ward).

SECTION 5. Removal of Disabled Parking Permit 10222 at 7816 South Champlain Avenue (6<sup>th</sup> Ward).

SECTION 6. Removal of Disabled Parking Permit 17025 at 8021 South Evans Avenue (6<sup>th</sup> Ward).

SECTION 7. Removal of Disabled Parking Permit 1629 at 8245 South Evans (6<sup>th</sup> Ward).

SECTION 8. Removal of Disabled Parking Permit 11486 at 7126 South St. Lawrence Avenue (6<sup>th</sup> Ward).

SECTION 9. Removal of Disabled Parking Permit 14733 at 7745 South Eberhart Avenue (6<sup>th</sup> Ward).

SECTION 10. Removal of Disabled Parking Permit 5946 at 632 East 90<sup>th</sup> Place (6<sup>th</sup> Ward).

SECTION 11. Removal of Disabled Parking Permit 27354 at 9009 South Ridgeland Avenue (8<sup>th</sup> Ward).

SECTION 12. Removal of Disabled Parking Permit 20034 at 10325 South Rhodes Avenue (9<sup>th</sup> Ward).

SECTION 13. Removal of Disabled Parking Permit 13448 at 3019 South Arch Street (11<sup>th</sup> Ward).

SECTION 14. Removal of Disabled Parking Permit 6618 at 3936 South Campbell Avenue (12<sup>th</sup> Ward).

SECTION 15. Removal of Disabled Parking Permit 19635 at 5920 West 63<sup>rd</sup> Place (13<sup>th</sup> Ward).

SECTION 16. Removal of Disabled Parking Permit 20382 at 3805 West 66<sup>th</sup> Street (13<sup>th</sup> Ward).

SECTION 17. Removal of Disabled Parking Permit 5729 at 7924 South Lafayette Avenue (17<sup>th</sup> Ward).

SECTION 18. Removal of Disabled Parking Permit 8682 at 6644 South Morgan Street (17<sup>th</sup> Ward).

SECTION 19. Removal of Disabled Parking Permit 676 at 1234 West 72<sup>nd</sup> Place (17<sup>th</sup> Ward).

SECTION 20. Removal of Disabled Parking Permit 5520 at 8006 South Princeton Avenue (17<sup>th</sup> Ward).

SECTION 21. Removal of Disabled Parking Permit 19975 at 6752 South Throop Street (17<sup>th</sup> Ward).

SECTION 22. Removal of Disabled Parking Permit 5410 at 1324 West 73<sup>rd</sup> Street (17<sup>th</sup> Ward).

SECTION 23. Removal of Disabled Parking Permit 7609 at 1315 West 71<sup>st</sup> Place (17<sup>th</sup> Ward).

SECTION 24. Removal of Disabled Parking Permit 4863 at 7244 South Peoria Street (17<sup>th</sup> Ward).

SECTION 25. Removal of Disabled Parking Permit 8684 at 6448 South Laflin Street (17<sup>th</sup> Ward).

SECTION 26. Removal of Disabled Parking Permit 13975 at 7730 South Carpenter Street (17<sup>th</sup> Ward).

SECTION 27. Removal of Disabled Parking Permit 14135 at 7357 South Marshfield Avenue (17<sup>th</sup> Ward).

SECTION 28. Removal of Disabled Parking Permit 12119 at 1330 West 71<sup>st</sup> Place (17<sup>th</sup> Ward).

SECTION 29. Removal of Disabled Parking Permit 4960 at 7831 South Laflin Street (17<sup>th</sup> Ward).

SECTION 30. Removal of Disabled Parking Permit 3778 at 6630 South Loomis Street (17<sup>th</sup> Ward).

SECTION 31. Removal of Disabled Parking Permit 6214 at 6808 South Laflin Street (17<sup>th</sup> Ward).

SECTION 32. Removal of Disabled Parking Permit 7472 at 6750 South Laflin Street (17<sup>th</sup> Ward).

SECTION 33. Removal of Disabled Parking Permit 15572 at 7039 South Laflin Street (17<sup>th</sup> Ward).

SECTION 34. Removal of Disabled Parking Permit 10288 at 6809 South Laflin Street (17<sup>th</sup> Ward).

SECTION 35. Removal of Disabled Parking Permit 16786 at 6554 South Morgan Street (17<sup>th</sup> Ward).

SECTION 36. Removal of Disabled Parking Permit 1986 at 6409 South Laflin Street (17<sup>th</sup> Ward).

SECTION 37. Removal of Disabled Parking Permit 10584 at 7304 South Emerald Avenue (17<sup>th</sup> Ward).

SECTION 38. Removal of Disabled Parking Permit 19653 at 8005 South LaSalle Street (17<sup>th</sup> Ward).

SECTION 39. Removal of Disabled Parking Permit 12120 at 7822 South Throop Street (17<sup>th</sup> Ward).

SECTION 40. Removal of Disabled Parking Permit 14136 at 1429 West 41<sup>st</sup> Place (17<sup>th</sup> Ward).

SECTION 41. Removal of Disabled Parking Permit 14763 at 7638 South Carpenter Street (17<sup>th</sup> Ward).

SECTION 42. Removal of Disabled Parking Permit 14689 at 1422 West 74<sup>th</sup> Street (17<sup>th</sup> Ward).

SECTION 43. Removal of Disabled Parking Permit 9369 at 7645 South Loomis Street (17<sup>th</sup> Ward).

SECTION 44. Removal of Disabled Parking Permit 18108 at 7649 South Bishop Street (17<sup>th</sup> Ward).

SECTION 45. Removal of Disabled Parking Permit 13763 at 7941 South Aberdeen Street (17<sup>th</sup> Ward).

SECTION 46. Removal of Disabled Parking Permit 14495 at 6537 South Carpenter Street (17<sup>th</sup> Ward).

SECTION 47. Removal of Disabled Parking Permit 14878 at 7142 South Hermitage Avenue (17<sup>th</sup> Ward).

SECTION 48. Removal of Disabled Parking Permit 10690 at 8031 South Princeton Avenue (17<sup>th</sup> Ward).

SECTION 49. Removal of Disabled Parking Permit 19952 at 7846 South Carpenter Street (17<sup>th</sup> Ward).

SECTION 50. Removal of Disabled Parking Permit 6164 at 7725 South Paulina Street (17<sup>th</sup> Ward).

SECTION 51. Removal of Disabled Parking Permit 13594 at 6623 South Bishop Street (17<sup>th</sup> Ward).

SECTION 52. Removal of Disabled Parking Permit 15161 at 7552 South Paulina Street (17<sup>th</sup> Ward).

SECTION 53. Removal of Disabled Parking Permit 10793 at 6953 South Loomis Street (17<sup>th</sup> Ward).

SECTION 54. Removal of Disabled Parking Permit 11206 at 6850 South Morgan Street (17<sup>th</sup> Ward).

SECTION 55. Removal of Disabled Parking Permit 772 at 7243 South Yale Avenue (17<sup>th</sup> Ward).

SECTION 56. Removal of Disabled Parking Permit 11793 at 6531 South Sangamon Street (17<sup>th</sup> Ward).

SECTION 57. Removal of Disabled Parking Permit 16193 at 6534 South Morgan Street (17<sup>th</sup> Ward).

SECTION 58. Removal of Disabled Parking Permit 11790 at 7400 South Princeton Avenue (17<sup>th</sup> Ward).

SECTION 59. Removal of Disabled Parking Permit 12291 at 7501 South Sangamon Street (17<sup>th</sup> Ward).

SECTION 60. Removal of Disabled Parking Permit 20562 at 7208 South Lowe Avenue (17<sup>th</sup> Ward).

SECTION 61. Removal of Disabled Parking Permit 4813 at 1319 West 72<sup>nd</sup> Place (17<sup>th</sup> Ward).

SECTION 62. Removal of Disabled Parking Permit 10287 at 7237 South Emerald Avenue (17<sup>th</sup> Ward).

SECTION 63. Removal of Disabled Parking Permit 15234 at 7311 South Wolcott Avenue (17<sup>th</sup> Ward).

SECTION 64. Removal of Disabled Parking Permit 309 at 7029 South Justine Street (17<sup>th</sup> Ward).

SECTION 65. Removal of Disabled Parking Permit 5409 at 1414 West 72<sup>nd</sup> Street (17<sup>th</sup> Ward).

SECTION 66. Removal of Disabled Parking Permit 14611 at 3504 West 78<sup>th</sup> Street (18<sup>th</sup> Ward).

SECTION 67. Removal of Disabled Parking Permit 20419 at 7324 South Artesian Avenue (18<sup>th</sup> Ward).

SECTION 68. Removal of Disabled Parking Permit 20553 at 7239 South Washtenaw Avenue (18<sup>th</sup> Ward).

SECTION 69. Removal of Disabled Parking Permit 13228 at 9142 South Lowe Avenue (21<sup>st</sup> Ward).

SECTION 70. Removal of Disabled Parking Permit 15253 at 8755 South Bishop Street (21<sup>st</sup> Ward).

SECTION 71. Removal of Disabled Parking Permit 14305 at 2652 South Komensky Avenue (22<sup>nd</sup> Ward).

SECTION 72. Removal of Disabled Parking Permit 13741 at 5434 West 63<sup>rd</sup> Place (23<sup>rd</sup> Ward).

SECTION 73. Removal of Disabled Parking Permit 17325 at 1816 South Troy Street (24<sup>th</sup> Ward).

SECTION 74. Removal of Disabled Parking Permit 16001 at 8 West 112<sup>th</sup> Street (34<sup>th</sup> Ward).

SECTION 75. Removal of Disabled Parking Permit 21255 at 1016 North Leclaire Avenue (37<sup>th</sup> Ward).

SECTION 76. Removal of Disabled Parking Permit 16302 at 5359 West Crystal Street (37<sup>th</sup> Ward).

SECTION 77. Removal of Disabled Parking Permit 12596 at 1048 North Leclaire Avenue (37<sup>th</sup> Ward).

SECTION 78. Removal of Disabled Parking Permit 18869 at 1315 North Lorel Avenue (37<sup>th</sup> Ward).



SECTION 79. Removal of Disabled Parking Permit 10375 at 5904 West Waveland Avenue (38<sup>th</sup> Ward).

SECTION 80. Removal of Disabled Parking Permit 25444 at 5336 West Waveland Avenue (38<sup>th</sup> Ward).

SECTION 81. Removal of Disabled Parking Permit 17173 at 4645 North Lawndale Avenue (39<sup>th</sup> Ward).

SECTION 82. Removal of Disabled Parking Permit 4706 at 4706 North Kennicott Avenue (39<sup>th</sup> Ward).

SECTION 83. Removal of Disabled Parking Permit 20112 at 3341 West Argyle Street (39<sup>th</sup> Ward).

SECTION 84. Removal of Disabled Parking Permit 10040 at 5035 North Kennison Avenue (39<sup>th</sup> Ward).

SECTION 85. Removal of Disabled Parking Permit 12640 at 4856 North Kruger Avenue (39<sup>th</sup> Ward).

SECTION 86. Removal of Disabled Parking Permit 12876 at 5841 North Jersey Avenue (39<sup>th</sup> Ward).

SECTION 87. Removal of Disabled Parking Permit 12815 at 4512 North Keystone Avenue (39<sup>th</sup> Ward).

SECTION 88. Removal of Disabled Parking Permit 6092 at 5021 South Springfield Avenue (39<sup>th</sup> Ward).

SECTION 89. Removal of Disabled Parking Permit 7118 at 3732 West Leland Avenue (39<sup>th</sup> Ward).

SECTION 90. Removal of Disabled Parking Permit 8494 at 5923 North Drake Avenue (39<sup>th</sup> Ward).

SECTION 91. Removal of Disabled Parking Permit 21482 at 4416 North Lawndale Avenue (39<sup>th</sup> Ward).

SECTION 92. Removal of Disabled Parking Permit 5620 at 3753 West Leland Avenue (39<sup>th</sup> Ward).

SECTION 93. Removal of Disabled Parking Permit 16731 at 4937 West Washtenaw Avenue (40<sup>th</sup> Ward).

SECTION 94. Removal of Disabled Parking Permit 10051 at 1237 West Roscoe

Street (44<sup>th</sup> Ward).

SECTION 95. Removal of Disabled Parking Permit 7137 at 4824 North McVicker Avenue (45<sup>th</sup> Ward).

SECTION 96. Removal of Disabled Parking Permit 5052 at 4425 North Damen Avenue (47<sup>th</sup> Ward).

SECTION 97. Removal of Disabled Parking Permit 27589 at 1408 West Byron Street (47<sup>th</sup> Ward).

SECTION 98. Removal of Disabled Parking Permit 12609 at 4848 North Winchester Avenue (47<sup>th</sup> Ward).

SECTION 99. Removal of Disabled Parking Permit 11867 at 4845 North Oakley Boulevard (47<sup>th</sup> Ward).

SECTION 100. Removal of Disabled Parking Permit 19587 at 7046 North Damen Avenue (49<sup>th</sup> Ward).

SECTION 101. Removal of Disabled Parking Permit 688 at 2648 West Estes Avenue (50<sup>th</sup> Ward).

SECTION 102. Removal of Disabled Parking Permit 26076 at 6613 North Francisco Avenue (50<sup>th</sup> Ward).

SECTION 103. Removal of Disabled Parking Permit 1177 at 6047 North Whipple Street (50<sup>th</sup> Ward).

SECTION 104. 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                                                                                                                                                                                                                                                                         |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 42   | North Wacker Drive (upper level) from a point 190 feet south of West Washington Street, to a point 25 feet south thereof -- parking for consulate only -- except from 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday -- tow-away zone (02-01015147). |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

*Establishment Of Parking Limitation 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                                                                                                                                                                   |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2    | South Dr. Martin Luther King, Jr. Drive (both sides) from West 25 <sup>th</sup> Street to West 26 <sup>th</sup> Street -- 2 hours -- 7:00 A.M. to 7:00 P.M. (02-00850995). |

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                                                                                                                                                                                       |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | 2200 block of West Superior Street (south side only) between North Oakley Avenue and North Leavitt Street (2221 -- 2239 West Superior Street) 6:00 P.M. to 6:00 A.M. -- all days (Zone 954);   |
| 27   | 200 block of West Goethe Street (south side) between the El tracks and the alley between North Sedgwick Street and North Wells Street (219 -- 269 West Goethe Street) at all times (Zone 348); |
| 31   | 1600 block of North Lowell Avenue (east side) at all times (Zone 963).                                                                                                                         |

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 2400 block of North Talman Avenue, between West Fullerton Avenue and the first alley north (Zone 688) (1<sup>st</sup> Ward).

SECTION 2. Removal of 7900 block of South Albany Avenue, between West 79<sup>th</sup> Street and West 80<sup>th</sup> Street (Zone 226) (18<sup>th</sup> Ward).

SECTION 3. Removal of 6100 block of North Lenox Avenue (both sides) between North Leoti Avenue and North Caldwell Avenue (Zone 108) (45<sup>th</sup> Ward).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

*Establishment Of Service Drives/Diagonal Parking.*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as service drives/diagonal parking for the following locations:

| Ward | Location                                                                                                                            |
|------|-------------------------------------------------------------------------------------------------------------------------------------|
| 32   | 1800 block of North Wood Street, between West Cortland Street and West Bloomingdale Avenue (east side/reverse angle) (02-00778091); |
| 43   | 1700 block of North Orleans Street (public benefit) (01-556).                                                                       |

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, July 31, 2002.

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

Your Committee on Traffic Control and Safety, to which was referred (September 5, 2001, January 16, February 6, March 27 and May 29, 2002) 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

*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                                                                                                                                                                                                                                                                    |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 36   | West Belmont Avenue (south side) from a point 55 feet west of North Neva Avenue, to a point 45 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (02-00216125);                               |
| 36   | West Belmont Avenue (north side) from a point 85 feet east of North Oak Park Avenue, to a point 70 feet east thereof -- 15 minute standing zone -- 6:00 A.M. to 9:00 P.M. -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (02-00377095); |
| 42   | North Wells Street (west side) from a point 30 feet north of West Superior Street, to a point 20 feet north thereof -- tow-away zone -- 9:00 A.M. to 8:30 P.M. -- Monday through Saturday (02-00900735);                                                                    |
| 42   | East Grand Avenue (south side) from North McClurg Court to North Columbus Drive -- tow-away zone (01-0998);                                                                                                                                                                 |

| Ward | Location                                                                                                                                                                                                                                                                                                      |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 42   | East Illinois Street (north side) from North Columbus Drive to North McClurg Court -- tow-away zone -- at all times (01-999);                                                                                                                                                                                 |
| 43   | West Wisconsin Street (south side) from a point 70 feet east of North Marcey Street, to a point 40 feet east thereof -- 6:00 A.M. to 9:00 A.M. (02-00568945);                                                                                                                                                 |
| 43   | North Clark Street (east side) from West LaSalle Drive to West Menomonee Street -- 6:00 A.M. to 3:00 P.M. -- Wednesdays -- May 15 to November 1 -- except vendor trucks with permits (02-00900999);                                                                                                           |
| 46   | North Broadway (east side) from a point 300 feet south of West Sunnyside Avenue, to a point 20 feet south thereof -- 15 minute standing zone -- 10:00 A.M. to 12:00 Midnight. -- Wednesday through Monday -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes - (02-00570088); |
| 46   | West Bittersweet Place (south side) from a point 155 feet east of North Cleveland Avenue, to a point 20 feet east thereof -- 30 minute standing zone -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes (02-00570283);     |
| 46   | West Wilson Avenue (south side) from a point 115 feet east of West Malden Avenue, to a point 30 feet east thereof -- 15 minute standing zone -- 9:00 A.M. to 5:00 P.M. -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (02-00379176).                                      |



SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

*Amendment Of Traffic Lane Tow-Away Zones.*

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

SECTION 1. Repeal ordinance passed September 5, 2001 (*Journal of the Proceedings of the City Council*, page 66196) which reads:

"West Shakespeare Avenue (north side) from North Oak Park Avenue to North Newland Avenue -- 7:00 A.M. to 10:00 A.M."

by striking the above (36<sup>th</sup> Ward) (02-00568109).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING  
SIGNS AND TRAFFIC CONTROL SIGNALS ON  
PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Traffic Control and Safety, to which was referred February 6, March 27, May 1, 29 and June 19, 2002) a proposed ordinance and orders to erect traffic warning signs and signals, begs leave to recommend that Your Honorable Body do Pass the proposed substitute 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 order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets of the types specified:

| Ward | Type Of Sign And Location                                                                            |
|------|------------------------------------------------------------------------------------------------------|
| 5    | "All-Way Stop" signs, at South University Avenue and East 72 <sup>nd</sup> Street (02-00851546);     |
| 5    | "Two-Way Stop" signs, stopping East 74 <sup>th</sup> Street for South Woodlawn Avenue (02-00851505); |
| 5    | "All-Way Stop" signs, at South Clyde Avenue and East 68 <sup>th</sup> Street (02-00851520);          |

| Ward | Type Of Sign And Location                                                                                                                             |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5    | "All-Way Stop" signs, at South Oglesby Avenue and East 70 <sup>th</sup> Place (02-00732273);                                                          |
| 5    | "All-Way Stop" signs, at South Dobson Avenue and East 77 <sup>th</sup> Street (02-00851919);                                                          |
| 6    | "Two-Way Stop" signs, stopping East 90 <sup>th</sup> Place for South Indiana Avenue (02-00732343);                                                    |
| 6    | "All-Way Stop" signs, at South Wabash Avenue and East 88 <sup>th</sup> Street (02-00732365);                                                          |
| 13   | "All-Way Stop" signs, at South Ridgeway Avenue and West 72 <sup>nd</sup> Street (02-00539075);                                                        |
| 25   | "All-Way Stop" signs, at South Morgan Street and West 21 <sup>st</sup> Street (02-00889679);                                                          |
| 30   | "All-Way Stop" signs, at North Lockwood Avenue and West Fletcher Street (02-00766747);                                                                |
| 38   | "No Right Turn -- 4:00 P.M. To 6:00 P.M. -- Monday Through Friday" signs, on West Montrose Avenue (westbound) at North McVicker Avenue (02-00791809); |
| 45   | "All-Way Stop" signs, at North Menard Avenue and North Magnet Avenue (02-00799937);                                                                   |
| 45   | "All-Way Stop" signs, at North Lansing Avenue and North Leader Avenue (02-01015665).                                                                  |

ESTABLISHMENT OF WEIGHT LIMITATION ON PORTION  
OF NORTH NEW ENGLAND AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Traffic Control and Safety, to which was referred (June 19, 2002) proposed ordinances to establish the allowable weight limit for trucks and commercial vehicles on portions of designated streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 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                                                                                                 |
|------|----------------------------------------------------------------------------------------------------------|
| 36   | North New England Avenue, from West Belmont Avenue to West Barry Avenue -- five ton limit (02-01014174). |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

ESTABLISHMENT OF SPEED LIMITATION ON PORTION  
OF NORTH AVONDALE AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 31, 2002.

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

Your Committee on Traffic Control and Safety, to which was referred (June 19, 2002) proposed orders to establish speed limitations, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the street or other public way designated within the limits specified:

Ward

Location

41

North Avondale Avenue, from North  
Niagara Avenue to North Newark Avenue  
-- 25 miles per hour (02-01014345).

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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVillie, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.*

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, July 31, 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 (December 5, 2001, February 6 and 27, March 27, May 1 and 29, June 19 and July 10, 2002) concerning traffic regulations and traffic signs, et cetera, as follows:

*Parking Prohibited At All Times:*

| Ward | Location                                                                                                                           |
|------|------------------------------------------------------------------------------------------------------------------------------------|
| 11   | 3500 block of South Parnell Avenue. Request withdrawn by requestor (01-00852097);                                                  |
| 19   | North side of West 119 <sup>th</sup> Street, between 2500 west and 2600 west. This is a residential area (02-00539196);            |
| 27   | 271 North Albany Avenue. All parking is normally prohibited by ordinance within the right-of-way of an intersection (02-00756846). |

*Parking Prohibited At All Times -- Disabled:*

| Ward | Location                                                                                             |
|------|------------------------------------------------------------------------------------------------------|
| 1    | 2818 North Maplewood Avenue. Duplicate. Previously passed July 10, 2002;                             |
| 1    | 2642 North Mozart Street. Duplicate. Previously passed July 10, 2002;                                |
| 17   | 7735 South May Street. Disabled signs with Permit 30040 are already installed at this location;      |
| 45   | 5335 West Windsor Avenue (2% disabled permit parking). Request withdrawn by requestor (02-00799917). |



*Loading Zones:*

| Ward | Location                                                                                                                                                                                         |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | 842 North Racine Avenue -- 8:00 A.M. to 6:00 P.M. -- everyday. Request withdrawn by requestor (02-00045550);                                                                                     |
| 1    | 868 North Milwaukee Avenue -- 8:00 A.M. to 6:00 P.M. -- everyday. This location falls within a bus stop zone (02-00045381);                                                                      |
| 24   | 3005 West Cermak Road -- 8:00 A.M. to 9:00 A.M. -- Monday through Saturday. This location falls within a bus stop or no parking anytime zone (02-00889651);                                      |
| 24   | 4356 West Gladys Avenue -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday. Request withdrawn by requestor (02-00755872);                                                                        |
| 27   | 1837 West Fulton Street -- 7:00 A.M. to 5:30 P.M. -- Monday through Friday. Request withdrawn by requestor (02-00757000);                                                                        |
| 27   | 447 West North Avenue -- 10:00 A.M. to 8:00 A.M. -- all day. Information needed to prepare recommendation for this ordinance is not available. Alderman's office has been advised (02-00757026); |
| 27   | 812 -- 816 West Randolph Street -- at all times -- all days. Request withdrawn by requestor (02-00756917);                                                                                       |
| 27   | 1141 -- 1149 West Hubbard Street -- at all times -- all days. Request withdrawn by requestor (02-00756956);                                                                                      |

| Ward | Location                                                                                                                                                                           |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 27   | 115 North Carpenter Street -- 15 minute loading zone with flashing lights -- at all times -- all days. Request withdrawn by requestor (02-00756976);                               |
| 27   | 1142 -- 1148 West Hubbard Street -- at all times -- all days. Request withdrawn by requestor (02-00756939);                                                                        |
| 27   | 1017 West Washington Boulevard -- 15 minute loading zone with flashing lights -- 6:00 A.M. to 10:00 P.M. -- Monday through Saturday. Request withdrawn by requestor (02-00890486); |
| 44   | 2849 North Clark Street -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday. Request withdrawn by requestor (02-00378698);                                                          |
| 46   | 4437 North Broadway (east side) (valet) 6:00 P.M. to 12:00 A.M. -- Wednesday through Monday. Request withdrawn (02-00570225).                                                      |

*Residential Permit Parking Zones:*

| Ward | Location                                                                                                                                                            |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | 2600 block of West Cortez Street, between North Rockwell Street and North Washtenaw Avenue -- at all times -- all days. Does not meet parking study;                |
| 23   | South Menard Avenue, from West 55 <sup>th</sup> Street going north to the first alley (east side only) at all times. Ordinance should include both sides of street; |

| Ward | Location                                                                                                                                                                                          |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 26   | 2600 block of West Walton Street -- 6:00 P.M. to 6:00 A.M. -- all days. Duplicate ordinance proposal passed October 31, 2001, <i>Journal of the Proceedings of the City Council</i> , page 71375; |
| 27   | North Racine Avenue, from 440 through 500 -- at all times. Does not meet zoning requirements (M2-2 and C1-2 zoning);                                                                              |
| 34   | West 116 <sup>th</sup> Street, between South Harvard Avenue and South Stewart Avenue -- at all times. Does not meet parking study.                                                                |

*Single Direction:*

| Ward | Location                                                                                                                                |
|------|-----------------------------------------------------------------------------------------------------------------------------------------|
| 9    | East 133 <sup>rd</sup> Street, from South Evans Avenue to South Greenwood Avenue -- easterly. No street at this location (02-00367038). |

*Tow-Away Zones:*

| Ward | Location                                                                                                                                                                                                                          |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 36   | 6744 -- 6756 West Belmont Avenue -- 15 minute tow-away zone with flashing lights -- 6:00 A.M. to 9:00 P.M. -- Sunday through Saturday. Duplicate proposal. Previously recommend on proposal dated February 6, 2002 (02-00791664); |

| Ward | Location                                                                                                                                                                                                                                                                                 |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 40   | North Kedzie Avenue (east side) from West Foster Avenue to West Bryn Mawr Avenue -- 6:00 A.M. to 8:00 A.M. -- April 1 through November 15 -- Tuesday -- tow-away zone/street cleaning. No City Council action necessary. Signs will be installed under City Code 9-64-040 (02-00899479). |

*Traffic Warning Signs And/Or Signals:*

| Ward | Location                                                                                                                                                                                                                                                                                                                          |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 20   | "Stop" signs, stopping north and southbound traffic at the intersection of 6200 South Woodlawn Avenue. Duplicate proposal. Previously passed February 5, 2002, <i>Journal of the Proceedings of the City Council</i> , page 79139. Signs are posted (02-0053233);                                                                 |
| 32   | "All-Way Stop" signs, at North Southport Avenue and West Fletcher Street. "Stop" signs not warranted (02-00567710);                                                                                                                                                                                                               |
| 36   | "Do Not Enter" signs, at southwest and northwest corners of West Leland Avenue and the alley next west of North Cumberland Avenue. Request withdrawn (02-377115);                                                                                                                                                                 |
| 37   | "Stop" signs, at West Augusta Boulevard and South Karlov Avenue, stopping West Augusta Boulevard. West Augusta Boulevard is a federal aid route. "Stop" signs are not warranted. Non-warranted "Stop" signs on a federal aid route could increase accidents and jeopardize federal funding for street improvements (02-00898475). |

*Amend Parking Prohibited At All Times -- Disabled:*

| Ward | Location                                                                                                                                                             |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | Removal of Disabled Parking Permit 18121 signs located at 846 North Francisco Avenue. Duplicate ordinance proposal passed with Permit 18121 on May 29, 2002;         |
| 17   | Removal of Disabled Parking Permit 10133 signs located at 6840 South Morgan Street. Duplicate ordinance proposal passed with Permit 10133 on May 1, 2002;            |
| 17   | Removal of Disabled Parking Permit 7392 signs located at 6755 South Throop Street. Duplicate ordinance proposal passed with Permit 7392 on June 27, 2001;            |
| 23   | Removal of Disabled Parking Permit 13741 signs located at 5424 West 63 <sup>rd</sup> Place. Duplicate ordinance proposal passed with Permit 13741 on March 27, 2002; |
| 37   | Removal of Disabled Parking Permit 15326 signs located at 1538 North Leamington Avenue. Duplicate ordinance proposal passed with Permit 15326 on May 1, 2002;        |
| 37   | Removal of Disabled Parking Permit 18121 signs located at 846 North Francisco Avenue. Duplicate ordinance proposal passed with Permit 18121 on May 29, 2002.         |

*Amend Parking Prohibited During Specified Hours:*

| Ward | Location                                                                                                                                                                                                                                                                                                                                                                               |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | Amend parking prohibited during specified hours -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday -- West Augusta Boulevard (south side) from North Ashland Avenue to North California Avenue. Duplicate proposal. Previously recommended on proposal dated February 27, 2002 (02-00850595);                                                                                          |
| 39   | Amend parking prohibited during specified hours/street cleaning -- 7:00 A.M. to 9:00 A.M. -- April 1 to November 15 by striking "7:00 A.M. to 9:00 A.M." and inserting "6:00 A.M. to 8:00 A.M." on North Kedzie Avenue (west side) from West Bryn Mawr Avenue to West Foster Avenue. No City Council action necessary. Signs will be installed under City Code 9-64-040 (02-00898677). |

*Amend Parking Limited:*

| Ward | Location                                                                                                                               |
|------|----------------------------------------------------------------------------------------------------------------------------------------|
| 23   | Amend parking limited for two hours on South Newcastle Avenue (6832 West Archer Avenue). Request withdrawn by requestor (02-00889574). |

*Amend Residential Permit Parking Zones:*

| Ward | Location                                                                                                                                                                                                                   |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 26   | Amend residential permit parking zone in the 1400 block of North Monticello Avenue (east side) 6:00 P.M. to 6:00 A.M. by striking "(east side)" and inserting "(both sides)". West side of the street has railroad tracks. |

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.**

---

**AUTHORIZATION FOR GRANTS OF PRIVILEGE  
IN PUBLIC WAY.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 the proposed ordinances transmitted herewith (referred July 10, 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 transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

*Advance Bank.*

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

SECTION 1. Permission and authority are hereby given and granted to Advance Bank, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a facade over the public right-of-way adjacent to its premises known as 9200 South Commercial Avenue. Said facade shall project over the public way along the east side of the four (4) story building one and one-half (1½) inches. On the north side of said building facade shall project over the public way one-half (½) inch. The location of said privilege shall be as shown on print



hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1018857 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.

[Drawing referred to in this ordinance printed  
on page 91509 of this *Journal*.]

---

*Archer Avenue Associates, Inc.*

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

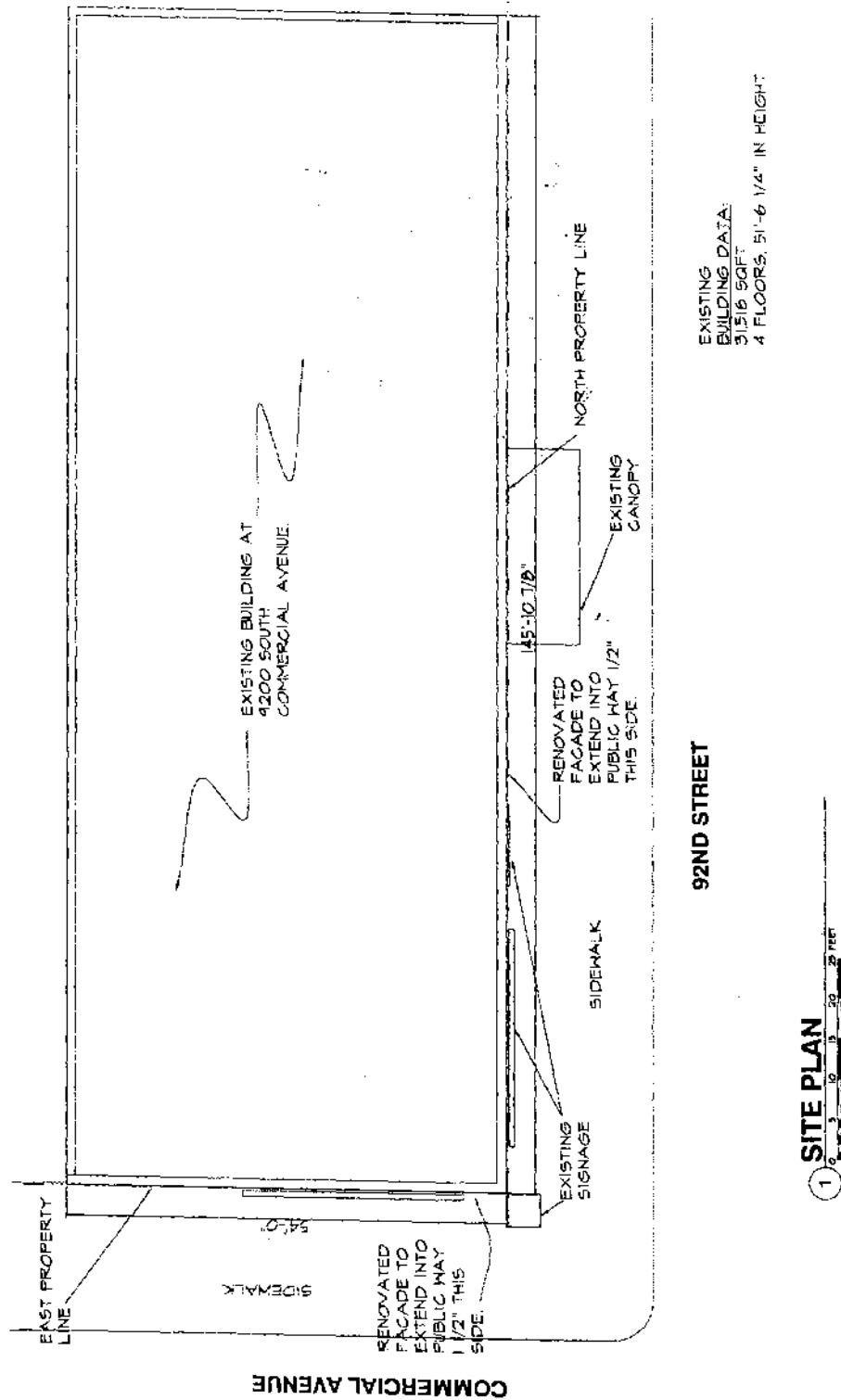
SECTION 1. Permission and authority are hereby given and granted to Archer Avenue Associates, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fire escape projecting over the public right-of-way adjacent to its premises known as 3022 South Archer Avenue. Said fire escape is existing and measures twenty-five (25) feet in width and three (3) feet in depth along South Archer Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019206 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

(Continued on page 91510)

Ordinance associated with this drawing printed on  
pages 91507 through 91508 of this *Journal*.



(Continued from page 91508)

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed  
on page 91511 of this *Journal*.]

---

*BLD Development, Inc.*

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

SECTION 1. Permission and authority are hereby given and granted to BLD Development, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) bay windows projecting over the public right-of-way adjacent to its premises known as 1846 West Belmont Avenue. Said bay windows shall each measure ten (10) feet in length and three (3) feet in width. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

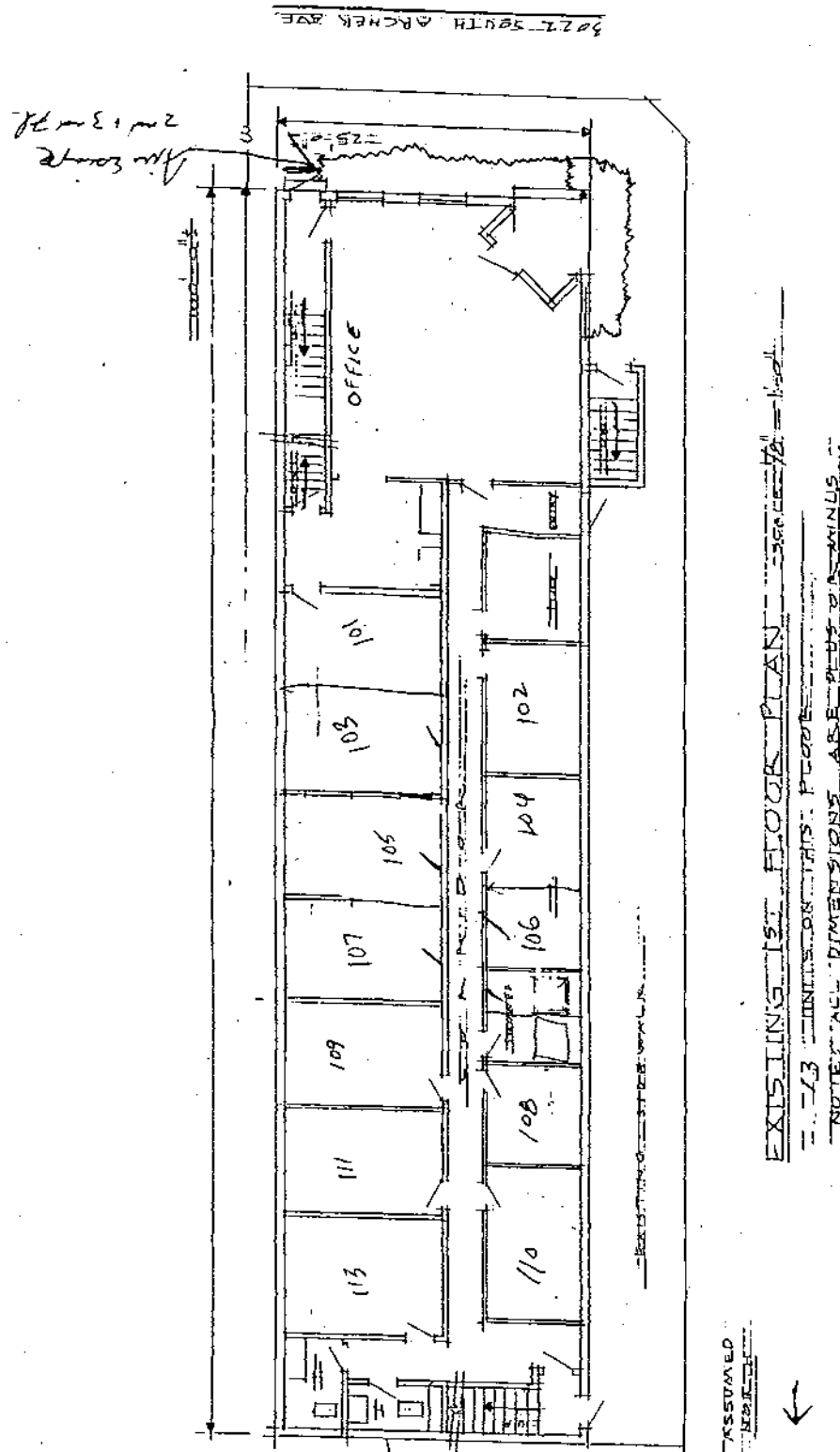
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018935 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

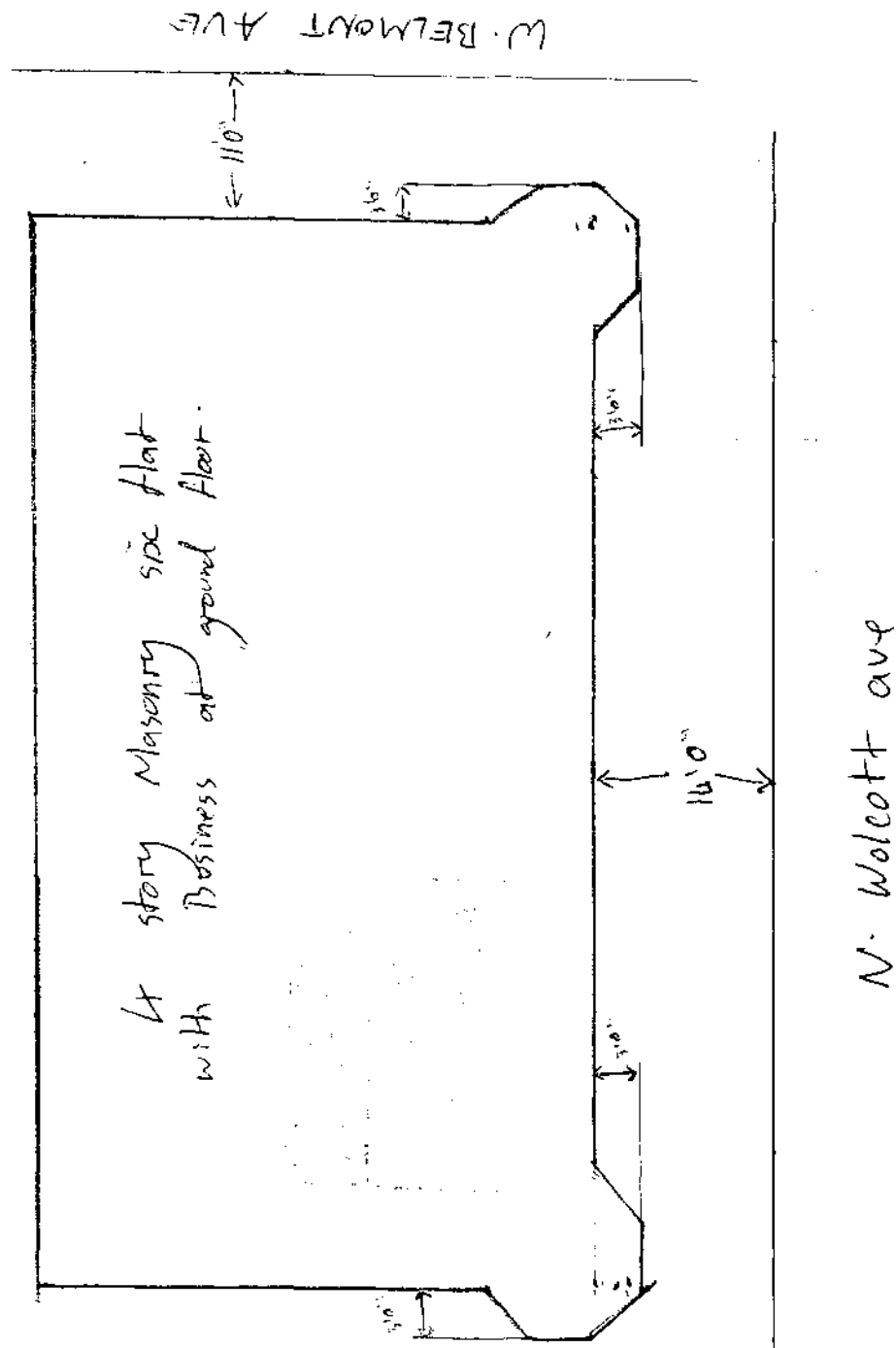
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed  
on page 91512 of this *Journal*.]

Ordinance associated with this drawing printed on  
pages 91508 through 91510 of this Journal.



Ordinance associated with this drawing printed  
on page 91510 of this *Journal*.



*Bloomingdales, Inc.*

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

SECTION 1. Permission and authority are hereby given and granted to Bloomingdales, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use sixteen (16) awnings, one (1) canopy and two (2) existing vaults over and under the public right-of-way adjacent to its premises known as 600 North Wabash Avenue. Said public way encroachments are described as follows:

Five (5) awnings shall be along East Ohio Street. Each awning shall measure three (3) feet in length and four (4) feet, six (6) inches in width.

Six (6) awnings shall be along North Wabash Avenue. Each awning shall measure three (3) feet in length and four (4) feet, six (6) inches in width.

Five (5) awnings shall be along East Ontario Street. Each awning shall measure three (3) feet in length and four (4) feet, six (6) inches in width.

One (1) canopy along North Wabash Avenue. Said canopy shall measure thirty-six (36) feet, three (3) inches in length and eleven (11) feet in width.

One (1) vaulted sidewalk along East Ontario Street. Said vault shall measure one hundred nineteen (119) feet in length and nineteen (19) feet, four (4) inches in width.

One (1) vaulted sidewalk along East Ohio Street. Said vault shall measure one hundred forty-six (146) feet in length and nine (9) feet, seven (7) inches in width.

The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance.

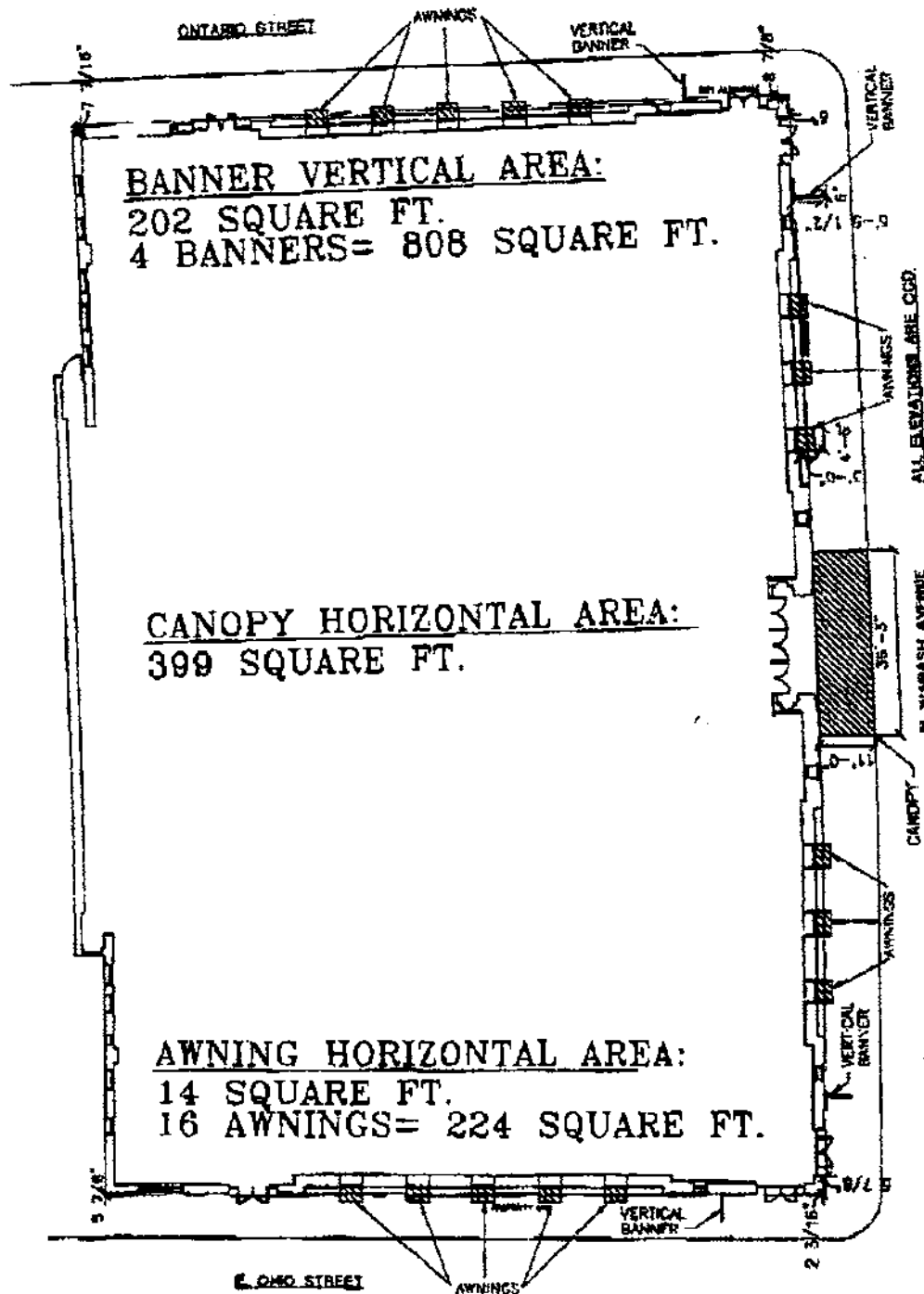
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1019200 herein granted the sum of Nine Thousand One Hundred Ninety-nine and no/100 Dollars (\$9,199.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on  
pages 91514 through 91515 of this *Journal*.]

Ordinance associated with this drawing printed  
on page 91513 of this *Journal*.

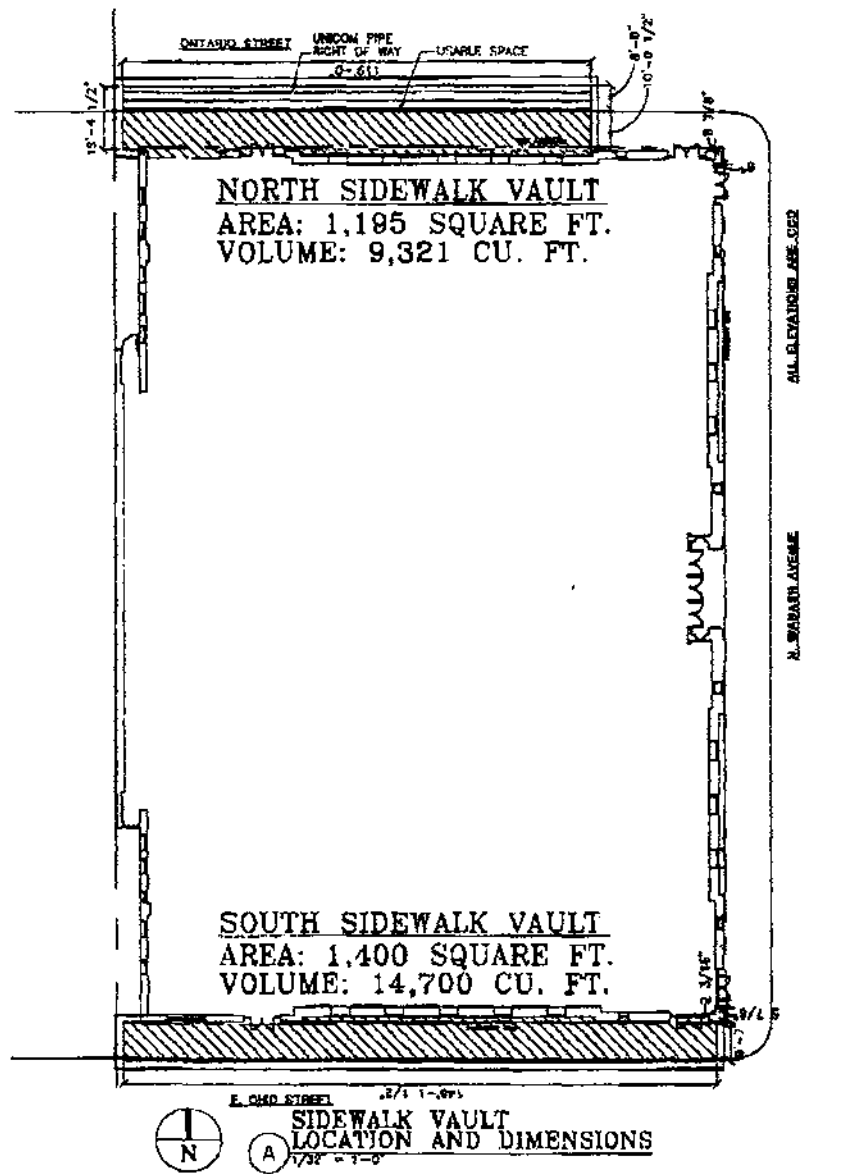


A

CANOPY AWNING, AND SIGNAGE  
LOCATIONS AND DIMENSIONS

1/32" = 1'-0"

Ordinance associated with this drawing printed  
on page 91513 of this *Journal*.





*CB Richard Ellis.*

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

SECTION 1. Permission and authority are hereby given and granted to CB Richard Ellis, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, vaulted sidewalk space, balconies and roof soffit over the public right-of-way adjacent to its premises known as 303 West Madison Street. Said public way encroachments are described as follows:

Franklin Street.

Vault:

Approximate length shall be one hundred two (102) feet, at a width of eleven (11) feet and a depth of thirteen (13) feet.

Balcony:

Approximately two (2) feet, ten (10) inches from the property line for a length of sixty (60) feet on the twenty-fourth (24<sup>th</sup>) floor.

Madison Street.

Vault:

Approximate length shall be sixty-four (64) feet, width of fifteen (15) feet and a depth of thirteen (13) feet.

Balcony:

Approximately two (2) feet from the property line for a length of thirty (30) feet on the twenty-sixth (26<sup>th</sup>) floor.

Roof Soffit:

Extends over the public way one (1) foot, two (2) inches for the full length of the north face of the building.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019254 herein granted the sum of Seventeen Thousand Nine and no/100 Dollars (\$17,009.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after June 5, 2002.

[Drawing referred to in this ordinance printed  
on page 91518 of this *Journal*.]

---

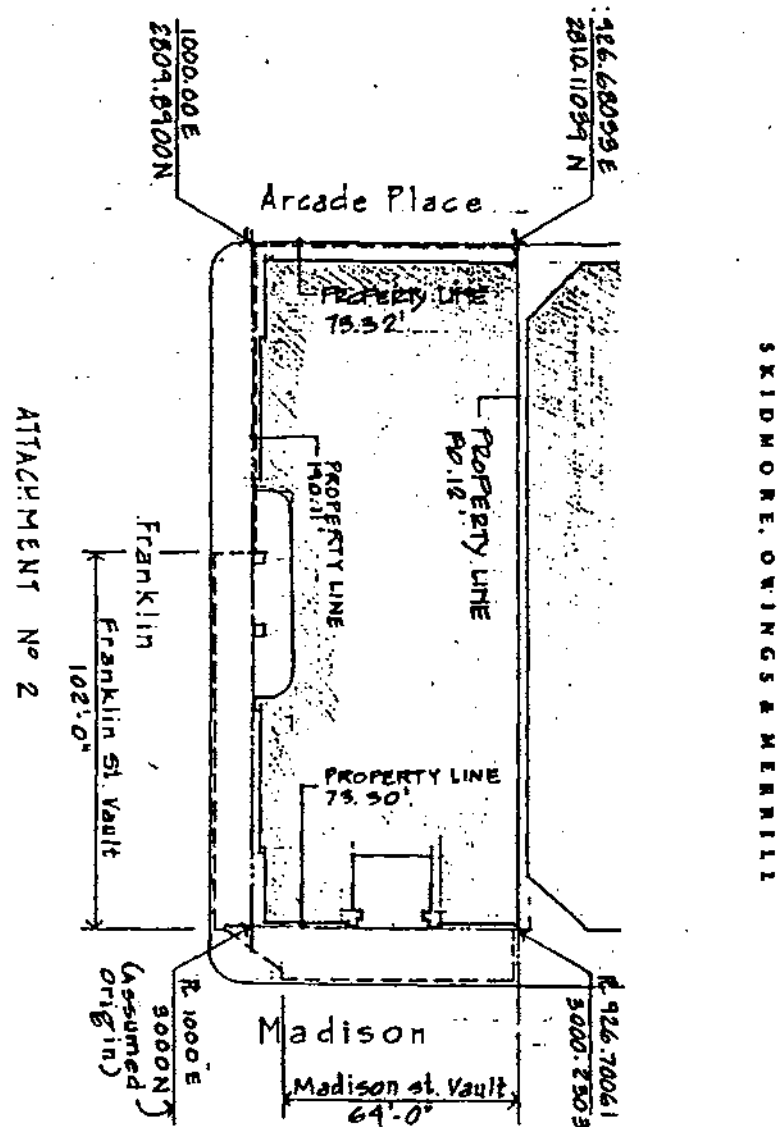
*Charnley-Persky House Museum Foundation.*

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

SECTION 1. Permission and authority are hereby given and granted to Charnley-Persky House Museum Foundation, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) parkway plots to contain plantings with fences on the public right-of-way for beautification purposes adjacent to its premises known as 1365 North Astor Street. Said plantings shall measure one (1) at fourteen (14) feet in length and eight and three-tenths (8.3) feet in width and one (1) at twenty-six and five-tenths (26.5) feet in length and eight and

(Continued on page 91519)

Ordinance associated with this drawing printed on  
pages 91516 through 91517 of this *Journal*.



(Continued from page 91517)

three-tenths (8.3) feet in width. Said fencing shall be constructed of wrought iron and measure twenty-four (24) inches in height. Parkway plots are located in front of said premises. Grantee must allow for six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019173 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.

[Drawing referred to in this ordinance printed  
on page 91520 of this *Journal*.]

---

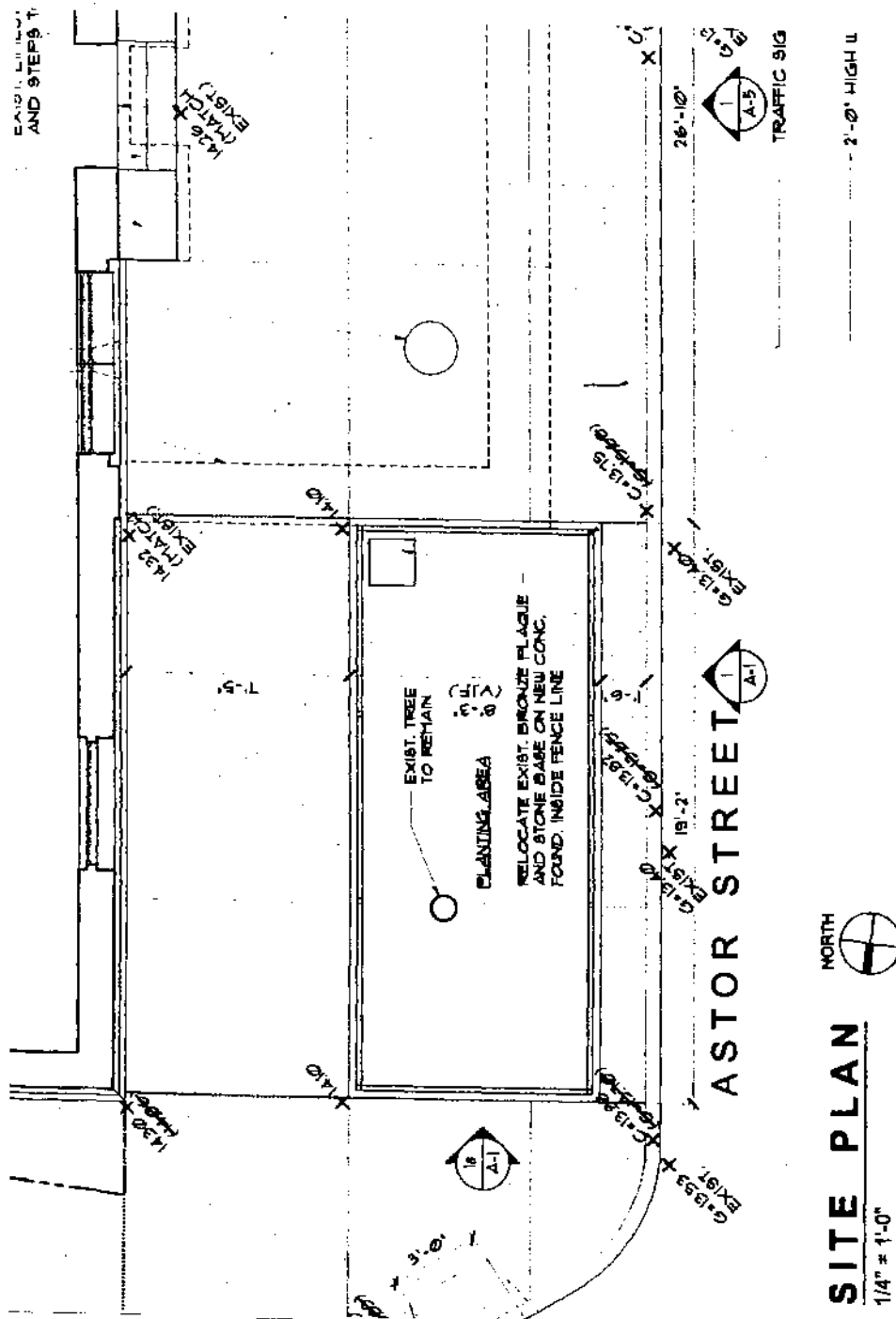
*Charter One Bank.*

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

SECTION 1. Permission and authority are hereby given and granted to Charter One Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) computer cable on the public right-of-way adjacent to its premises known as 6700 West North Avenue. Said computer cable shall measure one hundred sixty (160) feet in length of which fifty (50) feet shall cross over the public right-of-way of the City of Chicago and shall connect the

(Continued on page 91521)

Ordinance associated with this drawing printed on  
pages 91517 through 91519 of this *Journal*.



(Continued from page 91519)

main bank building at 6700 West North Avenue and the annex office property at 6701 West North Avenue. Said cable shall be for inter-office use and shall be either one (1) three hundred (300) pair cable or three (3) one hundred (100) pair cable and a messenger cable. Said overhead cable shall be removed by Charter One Bank if property is sold or razed or if said grantee ceases to required use of this privilege.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019036 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 July 29, 2002.

[Drawing referred to in this ordinance printed  
on page 91522 of this *Journal*.]

---

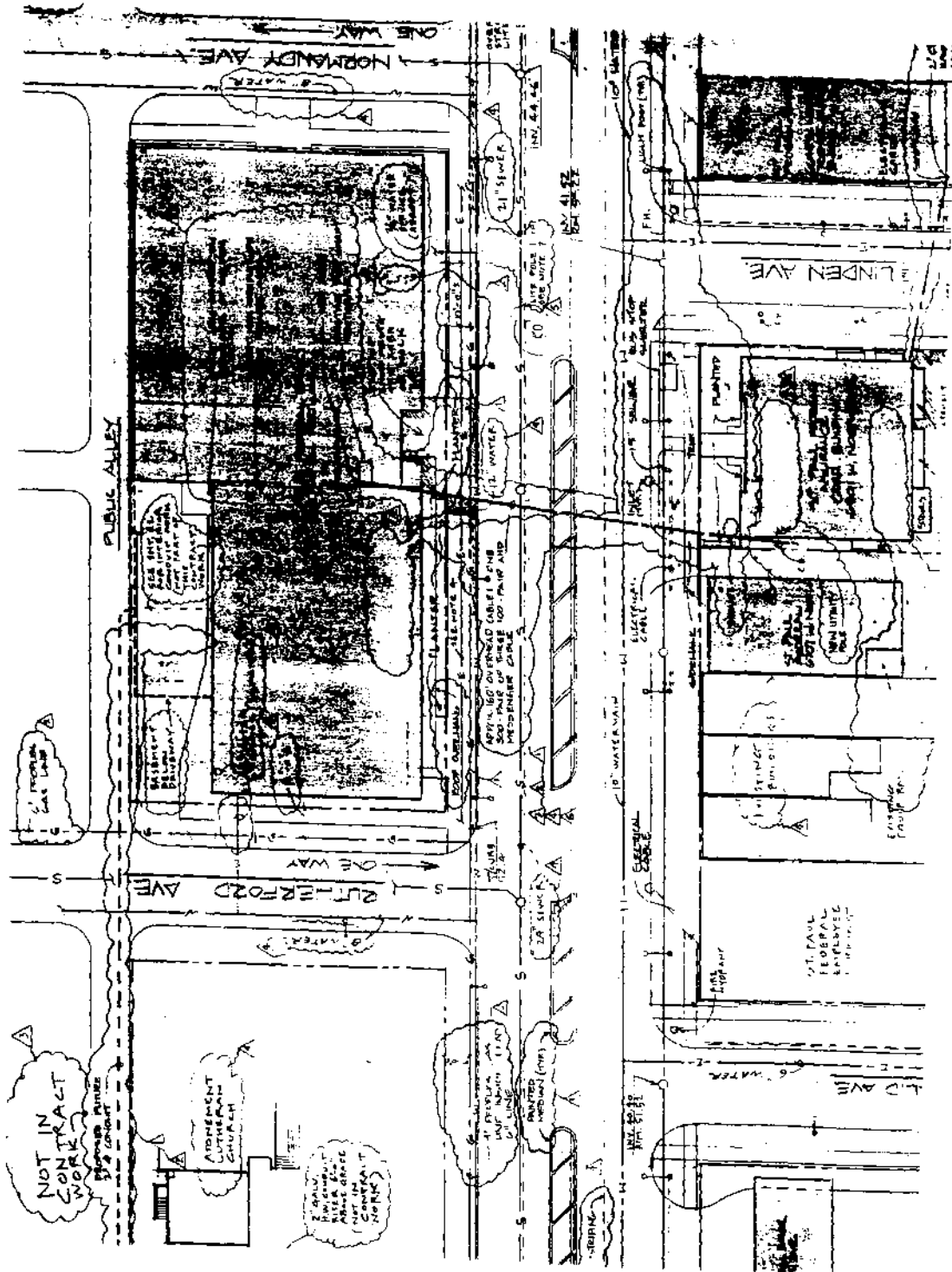
*Chicago Hudson, L.L.C.*

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Hudson, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use, various privileges on and over the public right-of-way adjacent to its premises known as 750 North Hudson Avenue. Said privileges shall be described as follows:

(Continued on page 91523)

Ordinance associated with this drawing printed on  
pages 91519 through 91521 of this *Journal*.



(Continued from page 91521)

Seven (7) Planters.

Said Planters are for beautification purposes. Each planter shall have a wrought iron fence one (1) foot in height. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times.

- 1) Along North Hudson Avenue: one (1) planter shall measure twenty-four (24) feet in length and five (5) feet in width.
- 2) Along North Hudson Avenue: one (1) planter shall measure eight (8) feet in length and five (5) feet in width.
- 3) Along West Chicago Avenue: one (1) planter shall measure sixty-four (64) feet in length and six (6) feet in width.
- 4) Along West Chicago Avenue: one (1) planter shall measure forty-four (44) feet in length and six (6) feet in width.
- 5) Along West Chicago Avenue: one (1) planter shall measure forty-eight (48) feet in length and six (6) feet in width.
- 6) Along West Chicago Avenue: there shall be two (2) planters. Each planter shall measure thirty-two (32) feet in length and six (6) feet in width.

Canopy.

Said canopy shall project over the main entrance along North Hudson Avenue. Canopy shall measure fifteen (15) feet, four (4) inches in length and nine (9) feet, three (3) inches in width.

Soffit.

Said soffit shall span along West Chicago Avenue on the fourth (4<sup>th</sup>) floor, forty-one (41) feet above grade. Soffit shall measure approximately two hundred ninety-six (296) feet in length and two (2) feet in width.



Four (4) Tree Grates.

Along North Kingsbury Street each tree grate shall measure five (5) feet in length and five (5) feet in width. Said tree grates are for beautification purposes.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019264 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 date of passage.

[Drawing referred to in this ordinance printed  
on page 91525 of this *Journal*.]

---

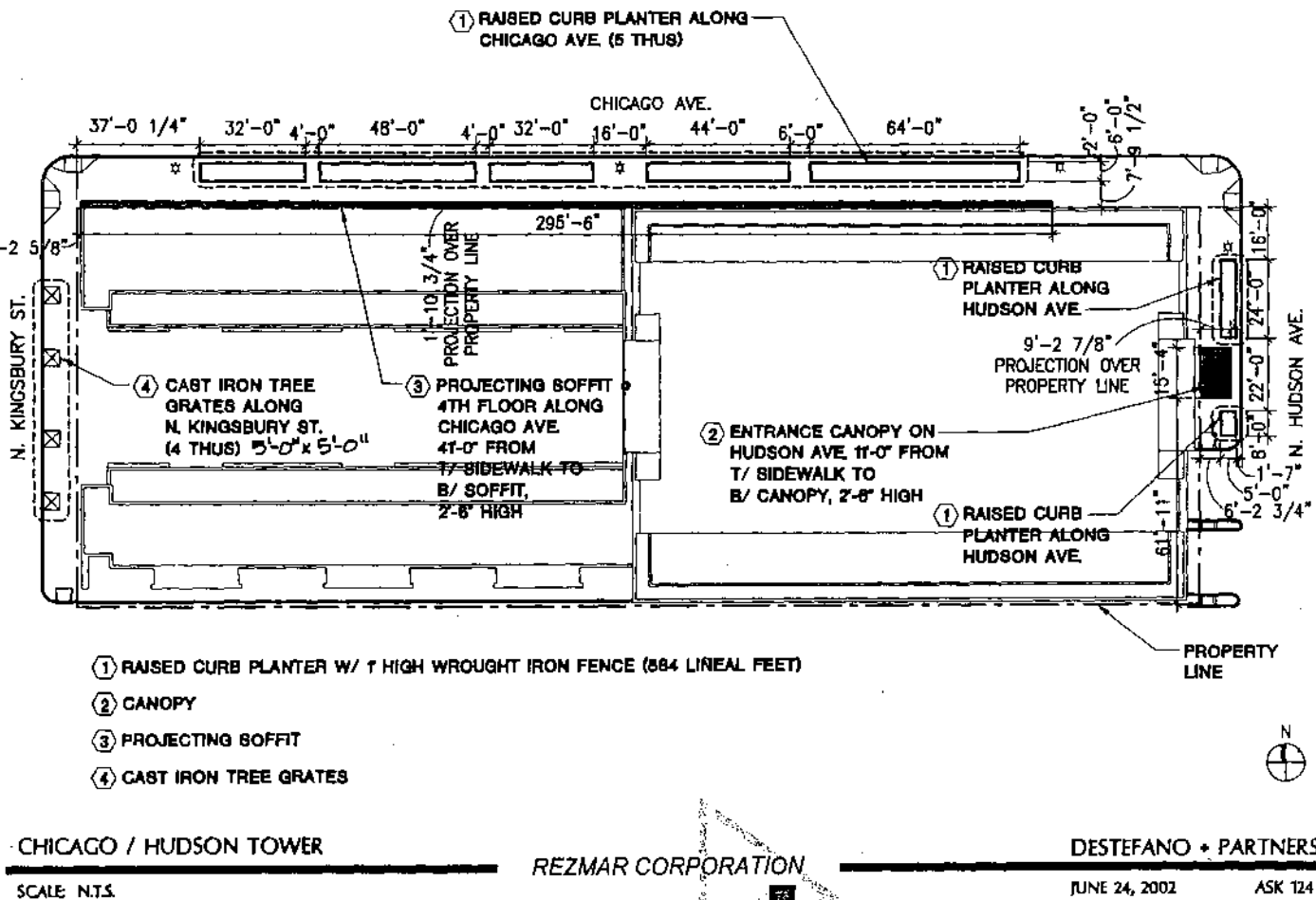
*Doubletree Guest Suites.*

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

SECTION 1. Permission and authority are hereby given and granted to Doubletree Guest Suites, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) kiosks on the public right-of-way adjacent to its premises known as 198 East Delaware Place.

(Continued on page 91526)

pages 91521 through 91524 of this *Journal*.



## PUBLIC WAY IMPROVEMENTS

(Continued from page 91524)

Kiosk Number 1.

Shall be located at the corner of East Delaware Place and North Mies Van Der Rohe Way and shall measure three (3) feet in width and shall be eight (8) feet in height.

Kiosk Number 2.

Shall be located at the corner of East Walton Street and North Mies Van Der Rohe Way and shall measure three (3) feet in length and three (3) feet in width and shall be eight (8) feet in height.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

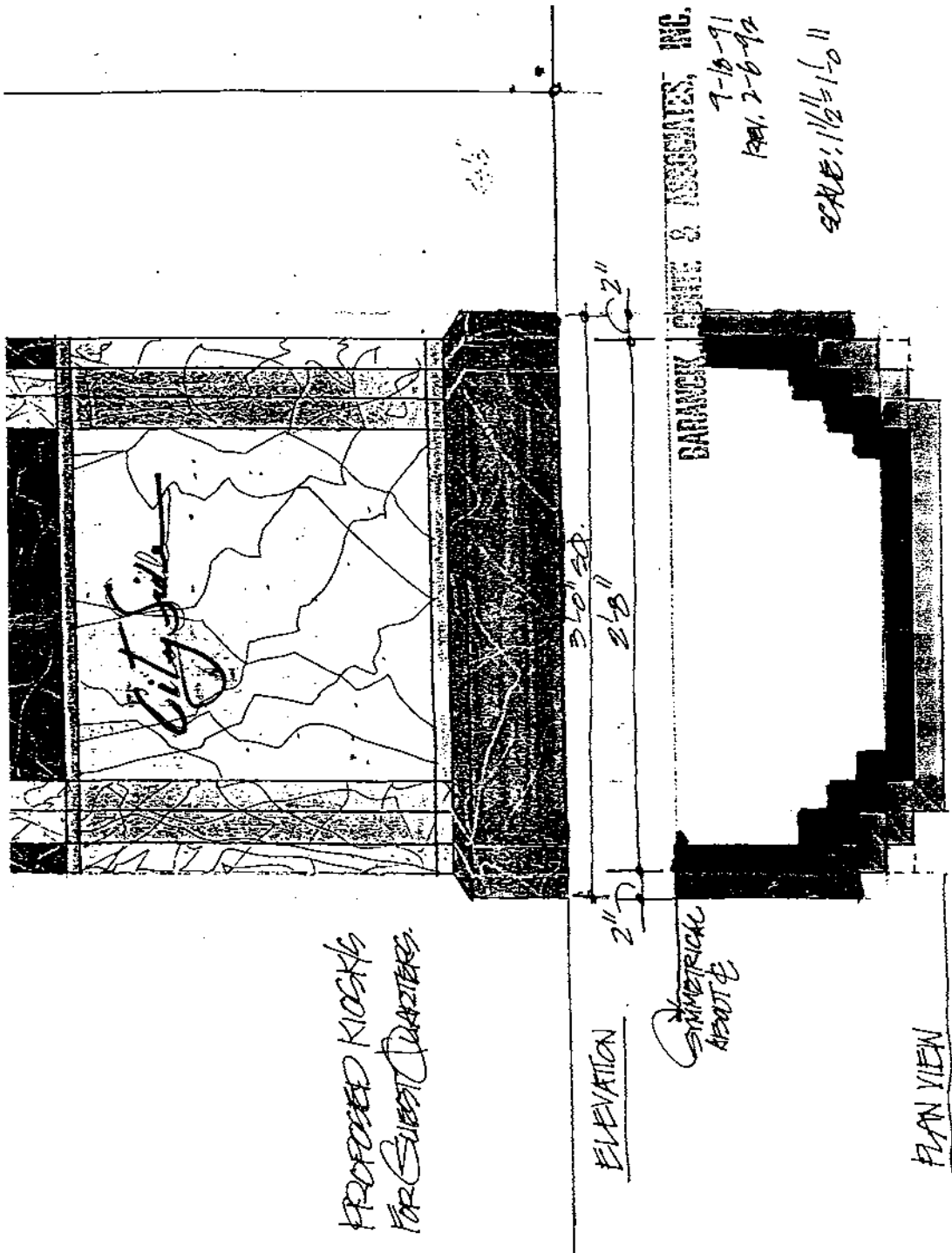
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1019280 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after July 7, 2002.

[Drawing referred to in this ordinance printed  
on page 91527 of this *Journal*.]

Ordinance associated with this drawing printed on  
pages 91524 through 91526 of this Journal.



*Equity Office Properties Trust.*  
(Entrance Enclosure)

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

SECTION 1. Permission and authority are hereby given and granted to Equity Office Properties Trust, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) entrance enclosure on the public right-of-way adjacent to its premises known as 161 North Clark Street. Said entrance enclosure shall be twenty-two (22) feet in length and seventeen and one-tenth (17.1) feet in width for a total of three hundred seventy-six and two-tenths (376.2) square feet. Said entrance enclosure shall provide protected pedestrian access and east/west pedestrian through traffic across North Couch Place. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

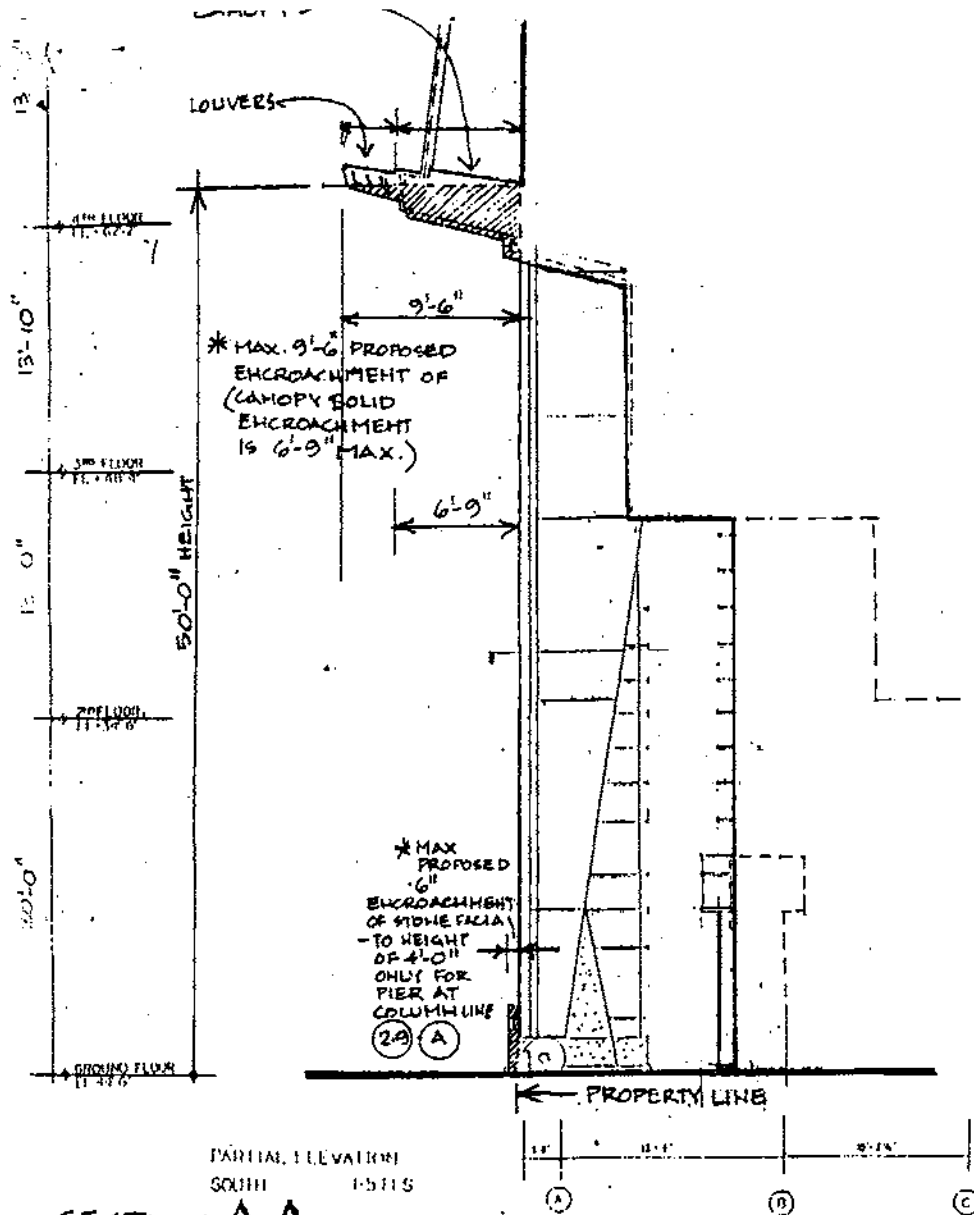
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1019244 herein granted the sum of Five Thousand Three Hundred Eighty-nine and no/100 Dollars (\$5,389.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after July 12, 2002.

[Drawing referred to in this ordinance printed  
on page 91529 of this *Journal*.]

Ordinance associated with this drawing printed  
on page 91528 of this *Journal*.



SECTION A-A

3

SECTION - PROPOSED ENCROACHMENT OF C-100P  
CHICAGO LIMPRO - KOHN PEDERSEN FOX  
9/1/89.

*Equity Office Properties Trust.*  
(Grease Basin)

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

SECTION 1. Permission and authority are hereby given and granted to Equity Office Properties Trust, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) grease basin in the public right-of-way adjacent to its premises known as 161 North Clark Street. Said grease basin shall be ten (10) feet in length and five (5) feet in width for a total of fifty (50) square feet under North Clark Street. Said grease basin shall be located approximately twenty (20) feet north of the line of West Randolph Street underneath the sidewalks adjacent to North Clark Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019243 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 July 12, 2002.

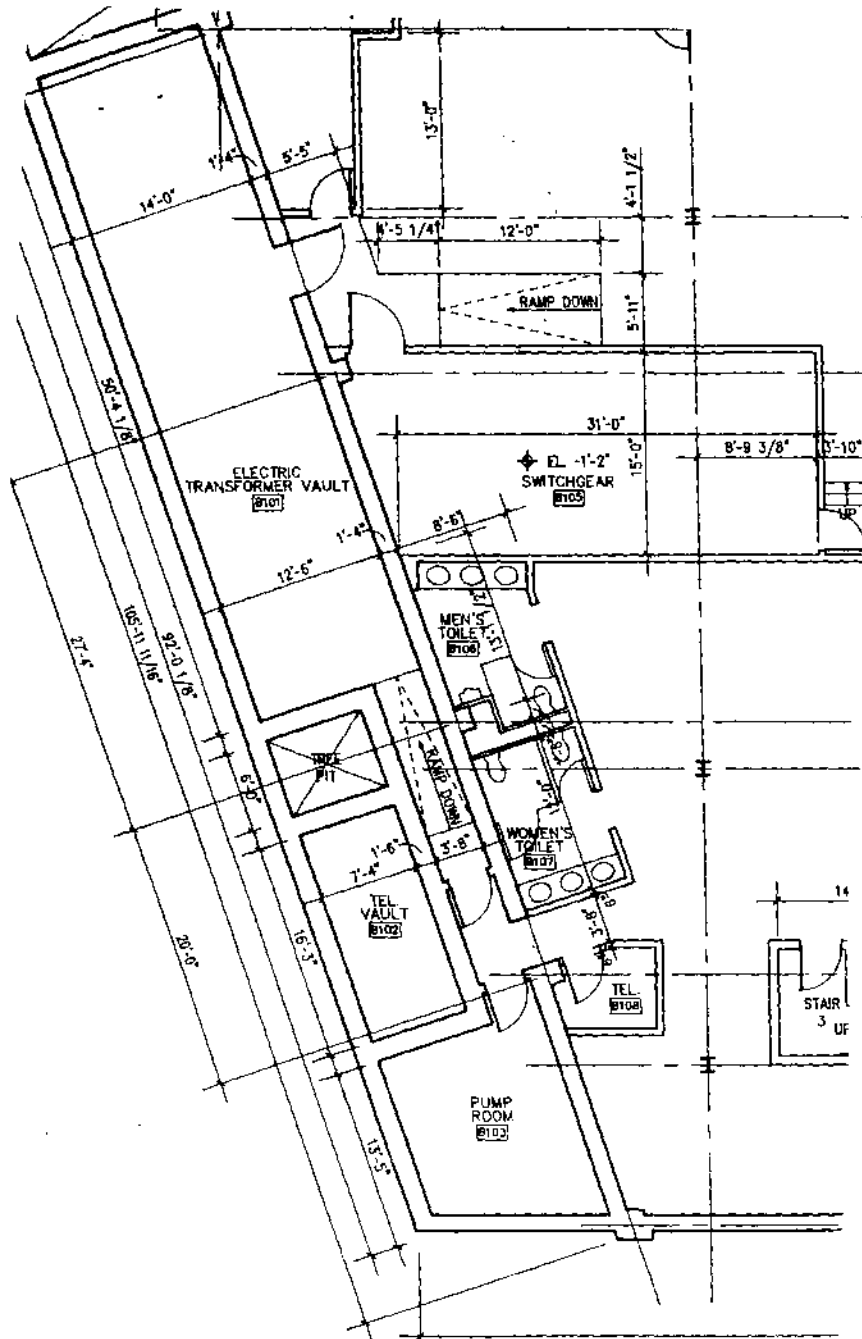
[Drawing referred to in this ordinance printed  
on page 91531 of this *Journal*.]

7/31/2002

# REPORTS OF COMMITTEES

91531

Ordinance associated with this drawing printed  
on page 91530 of this *Journal*.





*Froedtert Malting Co., Inc.*

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

SECTION 1. Permission and authority are hereby given and granted to Froedtert Malting Co., Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) switch track on and across West 52<sup>nd</sup> Street at a point one thousand two hundred thirty (1,230) feet west of the west line of South Damen Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1018780 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 June 16, 2002.

[Drawing referred to in this ordinance printed  
on page 91533 of this *Journal*.]

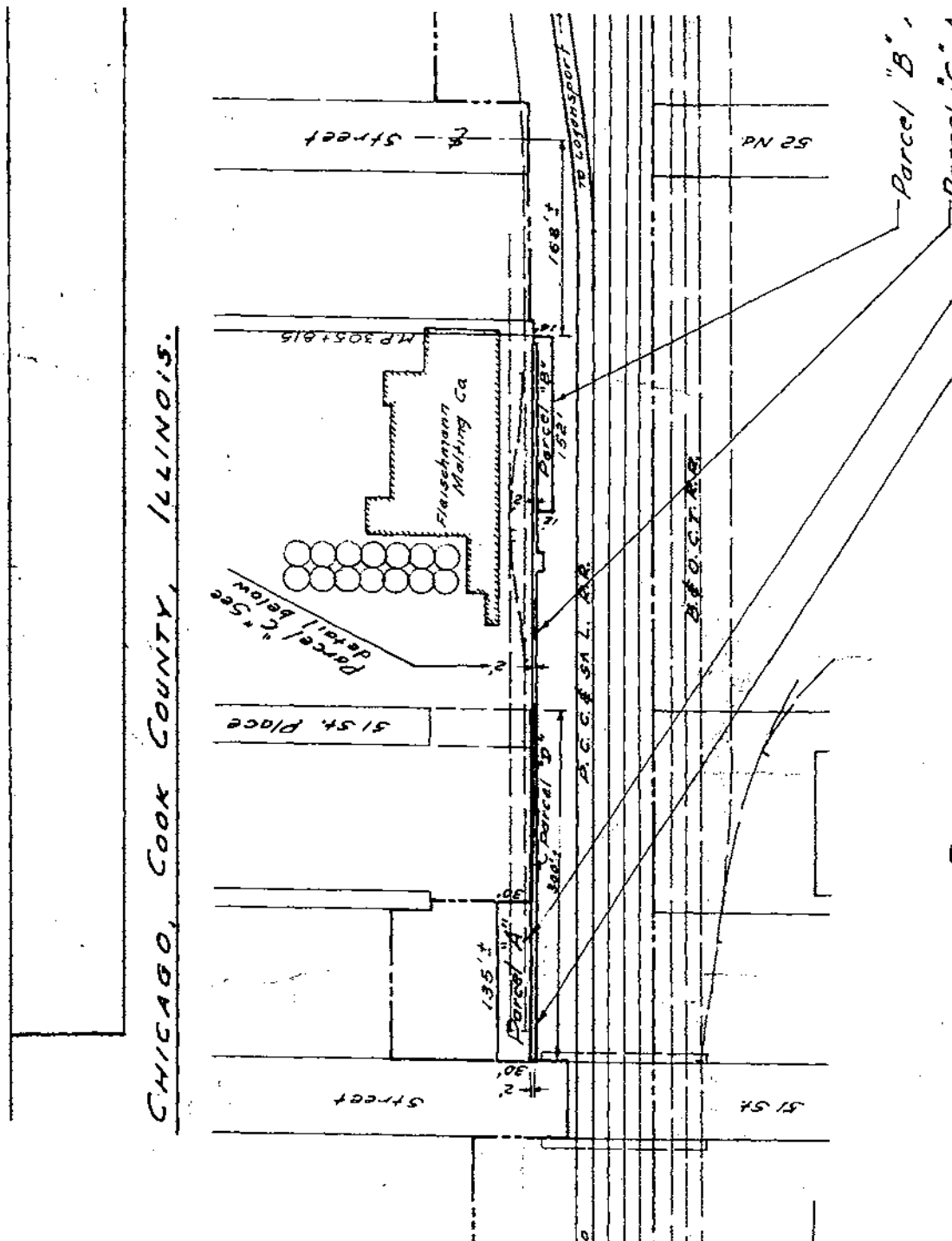
---

*George Court Condominiums.*

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

(Continued on page 91534)

Ordinance associated with this drawing printed  
on page 91532 of this *Journal*.



(Continued from page 91532)

SECTION 1. Permission and authority are hereby given and granted to George Court Condominiums, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) ventilation wells on the public right-of-way adjacent to its premises known as 2855 North Lincoln Avenue. Said ventilation wells shall be used for parking lot ventilation and measure as follows:

One (1) well at 2859 North Lincoln Avenue, three (3) feet in width.

One (1) well at 2861 North Lincoln Avenue, three (3) feet in width.

One (1) well at 1231 -- 1239 West George Street, three (3) feet in width.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

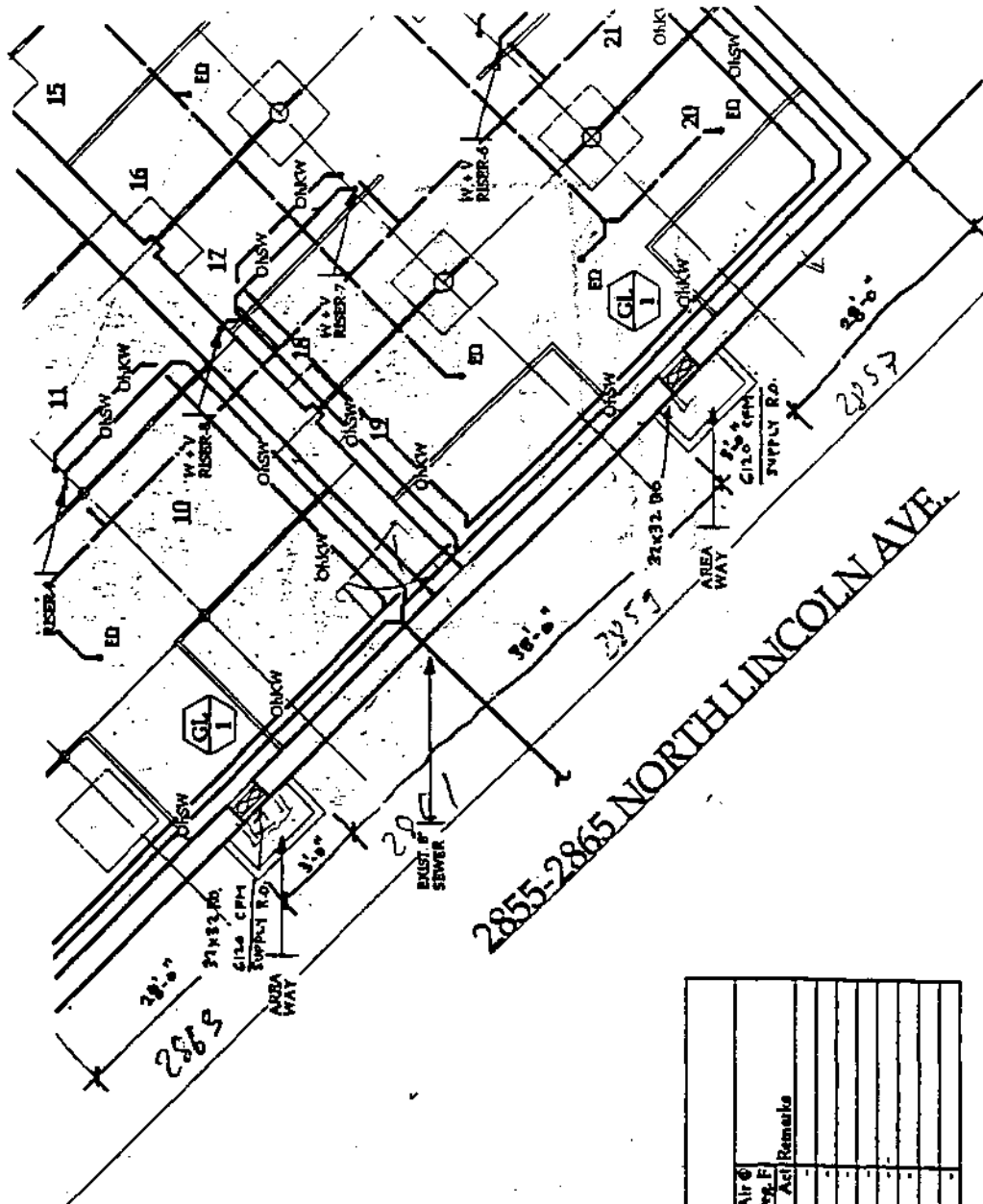
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1019094 herein granted the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after July 30, 2002.

[Drawing referred to in this ordinance printed  
on page 91535 of this *Journal*.]

Ordinance associated with this drawing printed on  
pages 91532 through 91534 of this *Journal*.

[illegible]

*Kass Management.*

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

SECTION 1. Permission and authority are hereby given and granted to Kass Management, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) sidewalk vaults on the public right-of-way adjacent to its premises known as 125 North Halsted Street. Said sidewalk vaults shall be one (1) at sixty-one and four-tenths (61.4) feet in length and eleven and five-tenths (11.5) feet in width along West Randolph Street and one (1) at one hundred fifty-two (152) feet in length and five and five-tenths (5.5) feet in width along North Halsted Street. Said sidewalk vaults shall be used for storage. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019216 herein granted the sum of Four Hundred Eighty-four and no/100 Dollars (\$484.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed  
on page 91537 of this *Journal*.]

---

*LaSalle National Trust Number 114155.*

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

(Continued on page 91538)



(Continued from page 91536)

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Trust Number 114155, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) pedestrian skybridge over the public right-of-way adjacent to its premises known as 21 -- 37 West Illinois Street. Said skybridge shall span the public alley south of West Illinois Street and east of North Dearborn Street. Skybridge shall be eighteen (18) feet in length and ten (10) feet in width, the bottom of the structure being a minimum of fourteen (14) feet above the surface of the alley. Skybridge will connect the hotel at 21, 32 -- 40 West Hubbard Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019255 herein granted the sum of One Thousand Two Hundred Ten and no/100 Dollars (\$1,210.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after April 16, 2002.

[Drawing referred to in this ordinance printed  
on page 91539 of this *Journal*.]

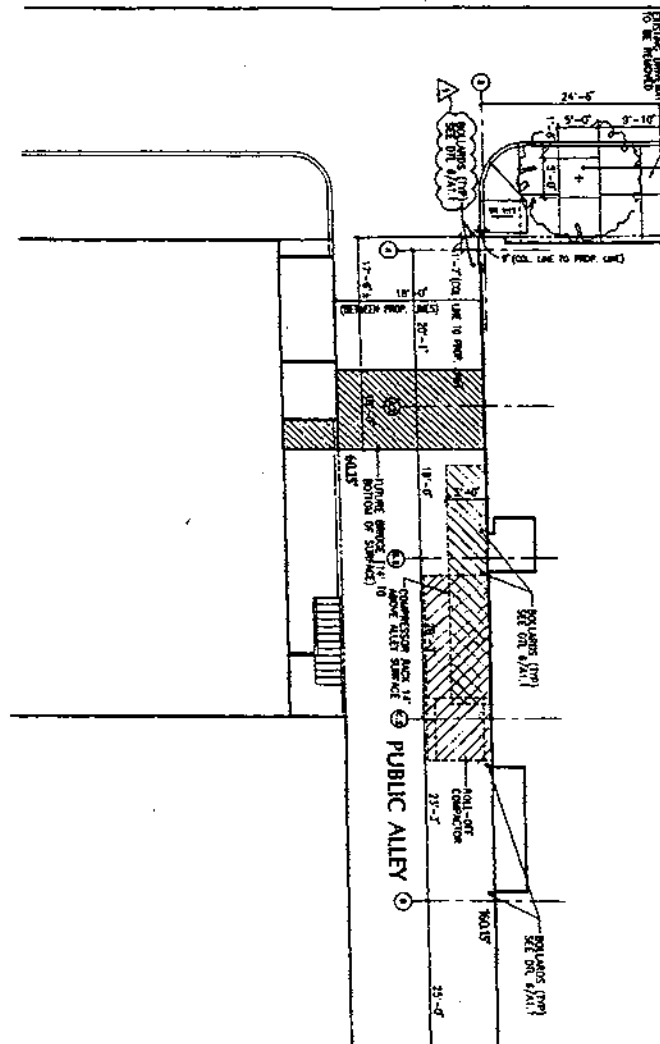
---

*Lawry's The Prime Rib Restaurant.*

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

(Continued on page 91540)

Ordinance associated with this drawing printed on  
pages 91536 through 91538 of this *Journal*.





(Continued from page 91538)

SECTION 1. Permission and authority are hereby given and granted to Lawry's The Prime Rib Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) revolving door and outward swings for two (2) hinged doors on the public way adjacent to its premises known as 100 East Ontario Street. Said door shall occupy a total of fifty-three (53) feet of public way and shall be approximately fifteen and nine-tenths (15.9) feet in length and three and four-tenths (3.4) feet in width. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019261 herein granted the sum of One Thousand Seven Hundred Eighty-two and no/100 Dollars (\$1,782.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after July 12, 2002.

[Drawing referred to in this ordinance printed  
on page 91541 of this *Journal*.]

---

*Lincoln Park Presbyterian Church.*

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

SECTION 1. Permission and authority are hereby given and granted to Lincoln Park Presbyterian Church, upon the terms and subject to the conditions of this

(Continued on page 91542)



(Continued from page 91540)

ordinance, to maintain and use, as now constructed, two (2) existing entry stairways on the public right-of-way adjacent to its premises known as 600 West Fullerton Parkway. One entry stairway along North Geneva Terrace will be replaced and shall measure thirteen and five-tenths (13.5) feet in length and three (3) feet in width. One entry stairway along North Geneva Terrace will remain and shall measure eight (8) feet in length and two and four-tenths (2.4) feet in width. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019160 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.

[Drawing referred to in this ordinance printed  
on page 91543 of this *Journal*.]

---

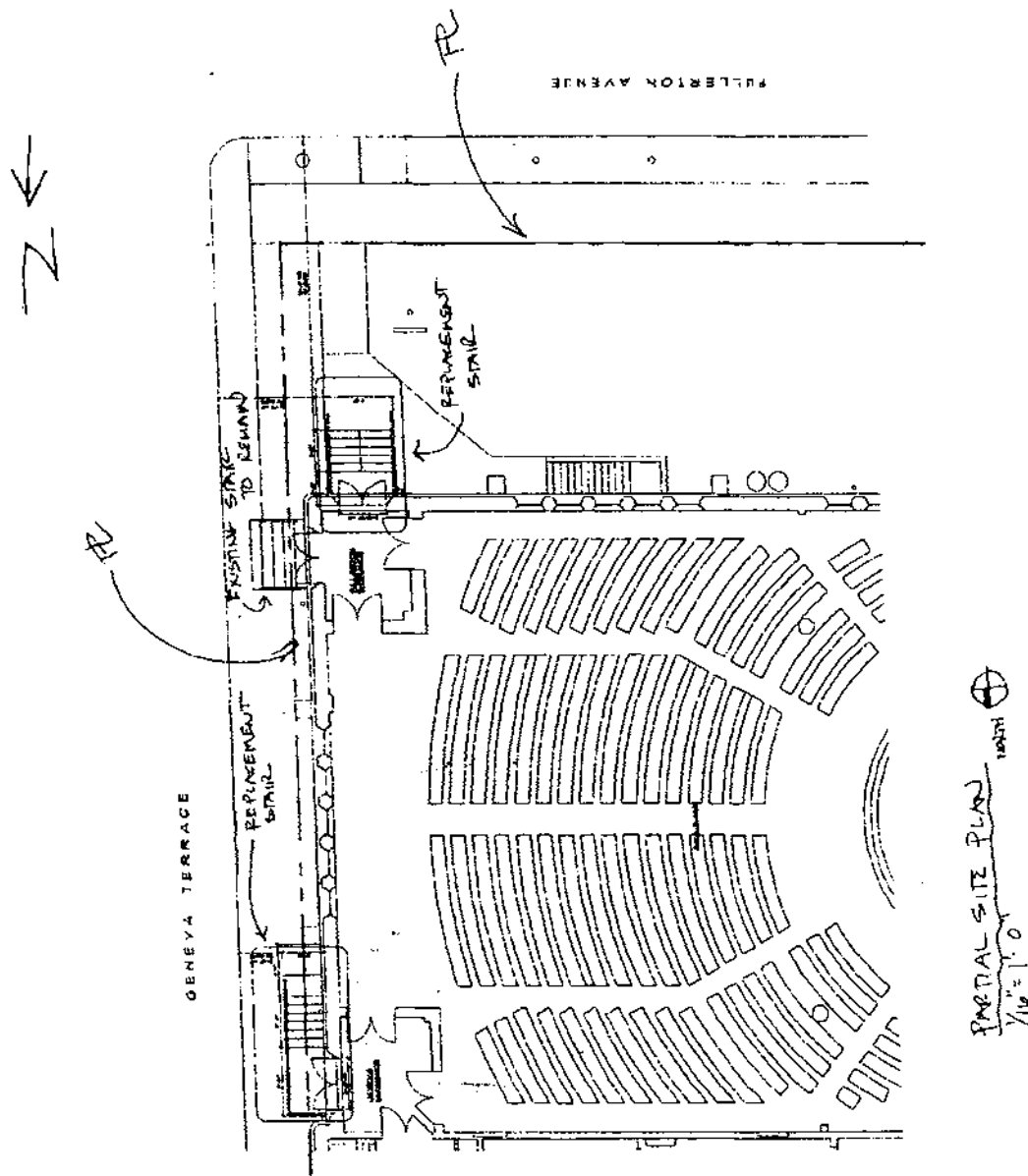
*John D. And Catherine T. MacArthur Foundation.*

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

SECTION 1. Permission and authority are hereby given and granted to John D. and Catherine T. MacArthur Foundation, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a cornice installed at the seventeenth (17<sup>th</sup>) floor of the building which replicates the original historic cornice and measures as follows:

(Continued on page 91544)

Ordinance associated with this drawing printed on  
pages 91540 through 91542 of this *Journal*.



(Continued from page 91542)

Adams Street:

One hundred twenty-eight and thirty-three hundredths (128.33) feet in length and five and fifteen hundredths (5.15) to six and thirty-one hundredths (6.31) feet in width.

Dearborn Street:

Two hundred and one-tenth (200.1) feet in length and five and fifteen hundredths (5.15) to six and thirty-one hundredths (6.31) feet in width.

Alley (East/West):

Forty-seven and twenty-five hundredths (47.25) feet in length and six and thirty-one hundredths (6.31) 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 Number 1018972 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.

[Drawings referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

*Metropolitan Family Services.*

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

SECTION 1. Permission and authority are hereby given and granted to Metropolitan Family Services, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use nine (9) planter boxes on the public right-of-way for beautification purposes adjacent to its premises known as 3062 East 91<sup>st</sup> Street. Said planter boxes are described as follows:

Along East 91<sup>st</sup> Street:

- 1) Seven (7) feet in length and fifteen (15) feet, six (6) inches in width.
- 2) Seven (7) feet in length and thirteen (13) feet, seven (7) inches in width.
- 3) Seven (7) feet in length and thirty-six (36) feet, two (2) inches in width.
- 4) Seven (7) feet in length and thirty-eight (38) feet, six (6) inches in width.

Along South Baltimore Avenue:

- 1) Six (6) feet, six (6) inches in length and seventeen (17) feet, six (6) inches in width.
- 2) Six (6) feet, six (6) inches in length and twenty-two (22) feet, five (5) inches in width.
- 3) Six (6) feet, six (6) inches in length and fifty-two (52) feet, eight (8) inches in width.
- 4) Six (6) feet, six (6) inches in length and thirty-three (33) feet, seven (7) inches in width.
- 5) Six (6) feet, six (6) inches in length and six (6) feet, six (6) inches in width.

Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019125 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.

[Drawing referred to in this ordinance printed  
on page 91547 of this *Journal*.]

---

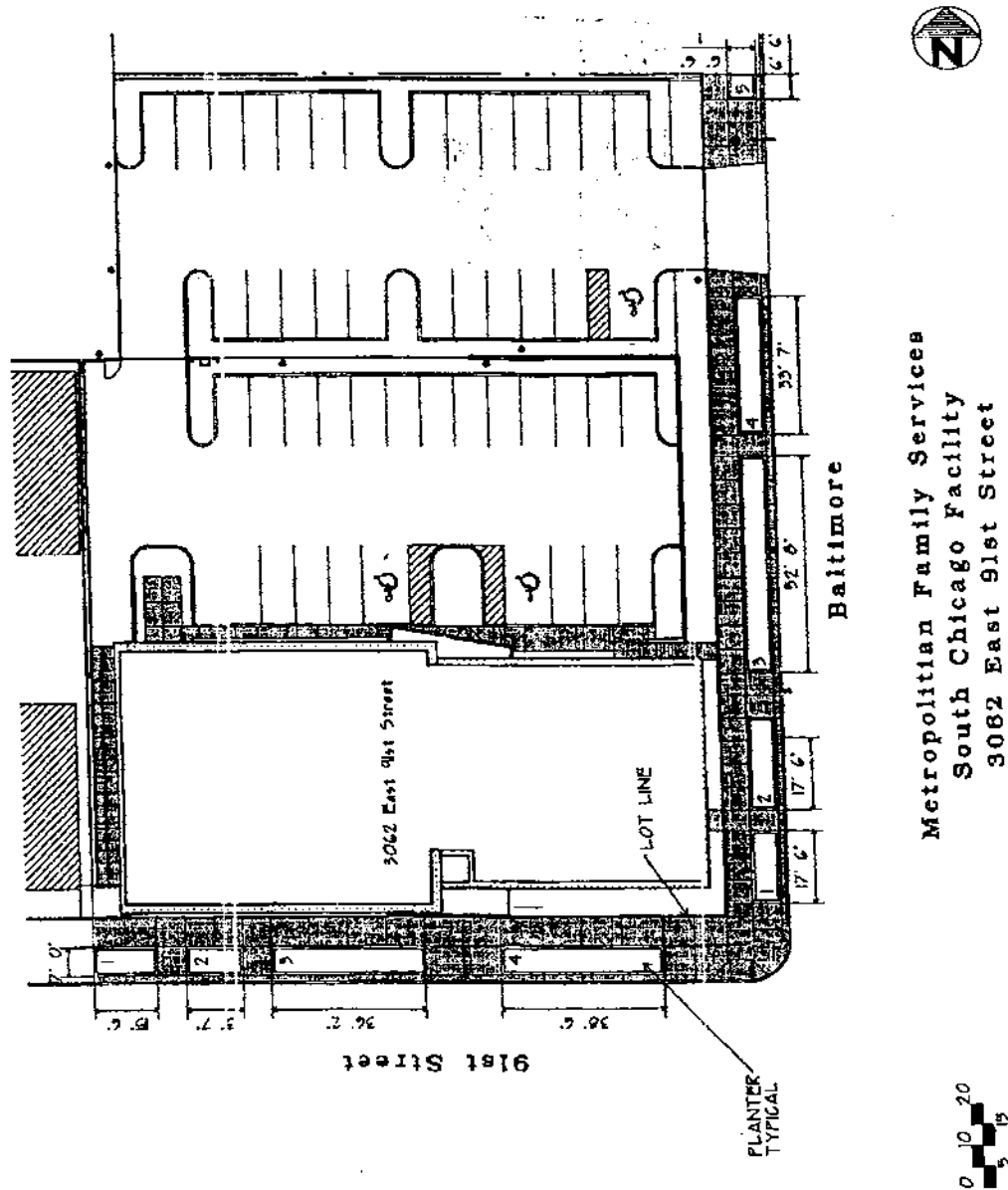
*Music And Dance Theatre Chicago.*

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

SECTION 1. Permission and authority are hereby given and granted to Music and Dance Theatre Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) storm sewer inspection manhole on the public right-of-way adjacent to its premises known as 205 East Randolph Street. Said manhole shall be six (6) feet in length and six (6) feet in width for a total of thirty-six (36) square feet. Said manhole to connect the building services with the main along East Randolph Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

(Continued on page 91548)

Ordinance associated with this drawing printed on  
pages 91545 through 91546 of this *Journal*.





(Continued from page 91546)

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 Number 1019187 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.

[Drawing referred to in this ordinance printed  
on page 91549 of this *Journal*.]

---

*Ocean Financial Corp.*

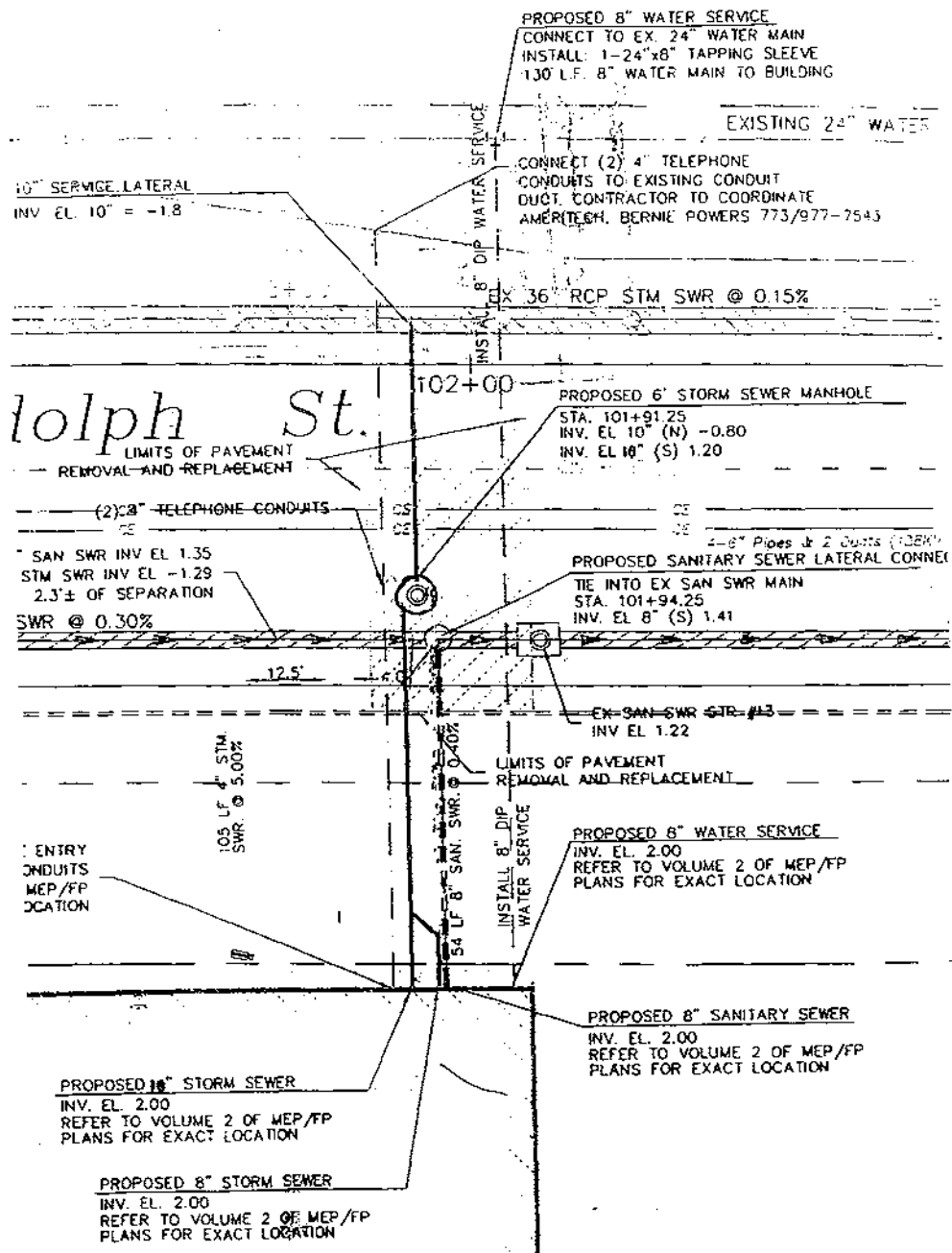
*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Ocean Financial Corp., upon the terms and subject to the conditions of this ordinance, to maintain and use eight (8) existing bay windows projecting over the public right-of-way adjacent to its premises known as 7100 South Cottage Grove Avenue. Said bay windows shall each measure approximately six (6) feet in length and three (3) feet in width. Bay windows shall be on the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) floors along South Cottage Grove Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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.

(Continued on page 91550)

Ordinance associated with this drawing printed on  
pages 91546 through 91548 of this *Journal*.



(Continued from page 91548)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018976 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed  
on page 91551 of this *Journal*.]

---

*Pullman Bank And Trust.*

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

SECTION 1. Permission and authority are hereby given and granted to Pullman Bank and Trust, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) planter boxes on the public right-of-way for beautification purposes adjacent to its premises known as 859 West 63<sup>rd</sup> Street. Said planter boxes are described as follows:

Along West 63<sup>rd</sup> Street:

Two (2) planter boxes shall each measure fifty-two (52) feet, six (6) inches in length and nine (9) feet in width.

Along West 63<sup>rd</sup> Street:

One (1) planter box shall measure thirty-one (31) feet, two (2) inches in length and nine (9) feet in width.

(Continued on page 91552)

Ordinance associated with this drawing printed on  
pages 91548 through 91550 of this *Journal*.



(Continued from page 91550)

Along West 63<sup>rd</sup> Street:

One (1) planter box shall measure eighteen (18) feet in length and nine (9) feet in width.

Along South Peoria Street:

Two (2) planter boxes shall each measure thirty (30) feet in length and nine (9) feet in width.

Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

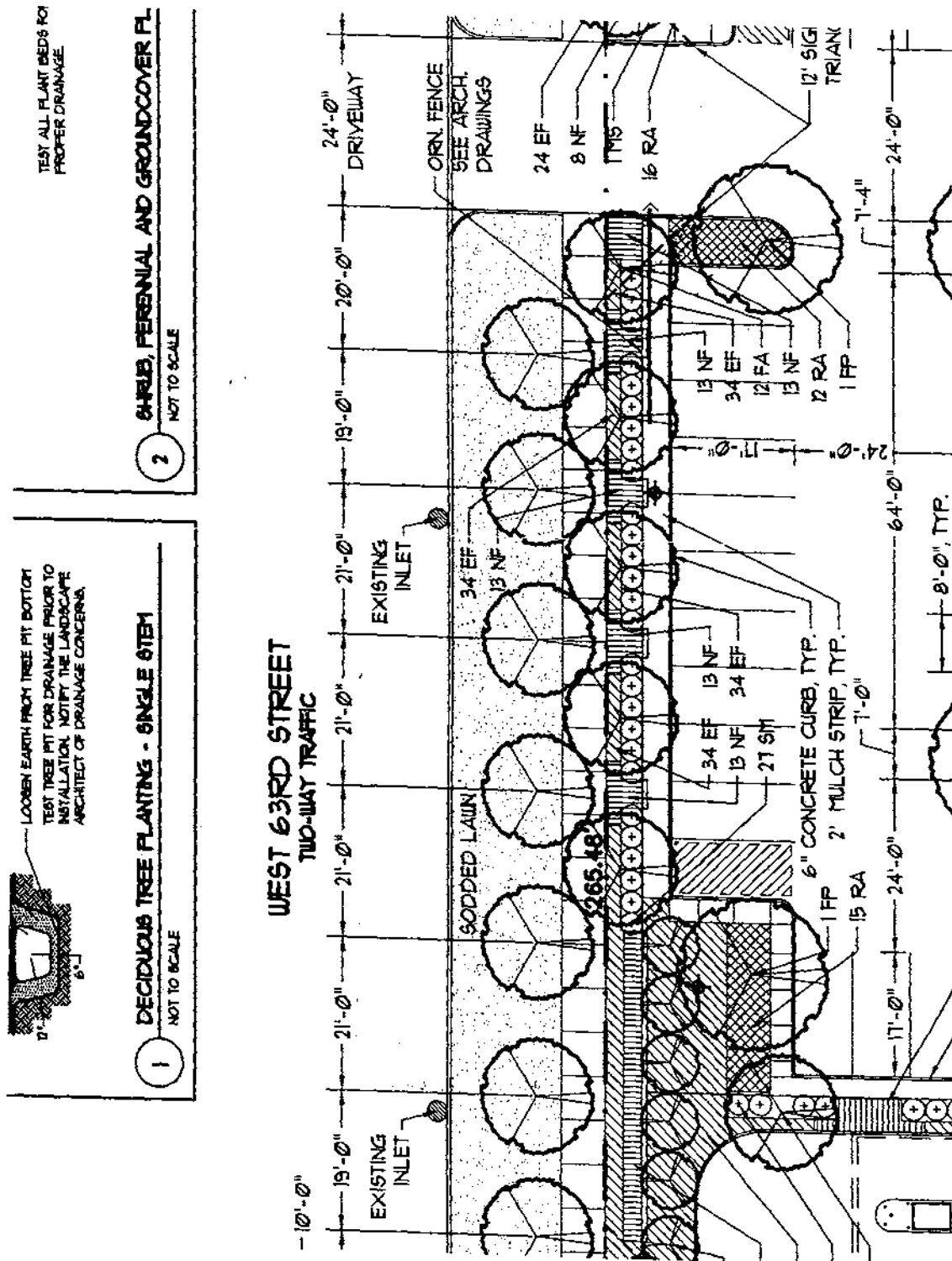
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1019123 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.

[Drawing referred to in this ordinance printed  
on page 91553 of this *Journal*.]

Ordinance associated with this drawing printed on  
pages 91550 through 91552 of this *Journal*.



*Randolph Flower Shop.*

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

SECTION 1. Permission and authority are hereby given and granted to Randolph Flower Shop, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public way for occupation of space adjacent to its premises known as 59 East Lake Street. Said occupation of space shall be twelve (12) feet in length and three (3) feet in width for a total of thirty-six (36) square feet and shall be used for display of flowers. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019263 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 July 29, 2002.

[Drawing referred to in this ordinance printed  
on page 91555 of this *Journal*.]

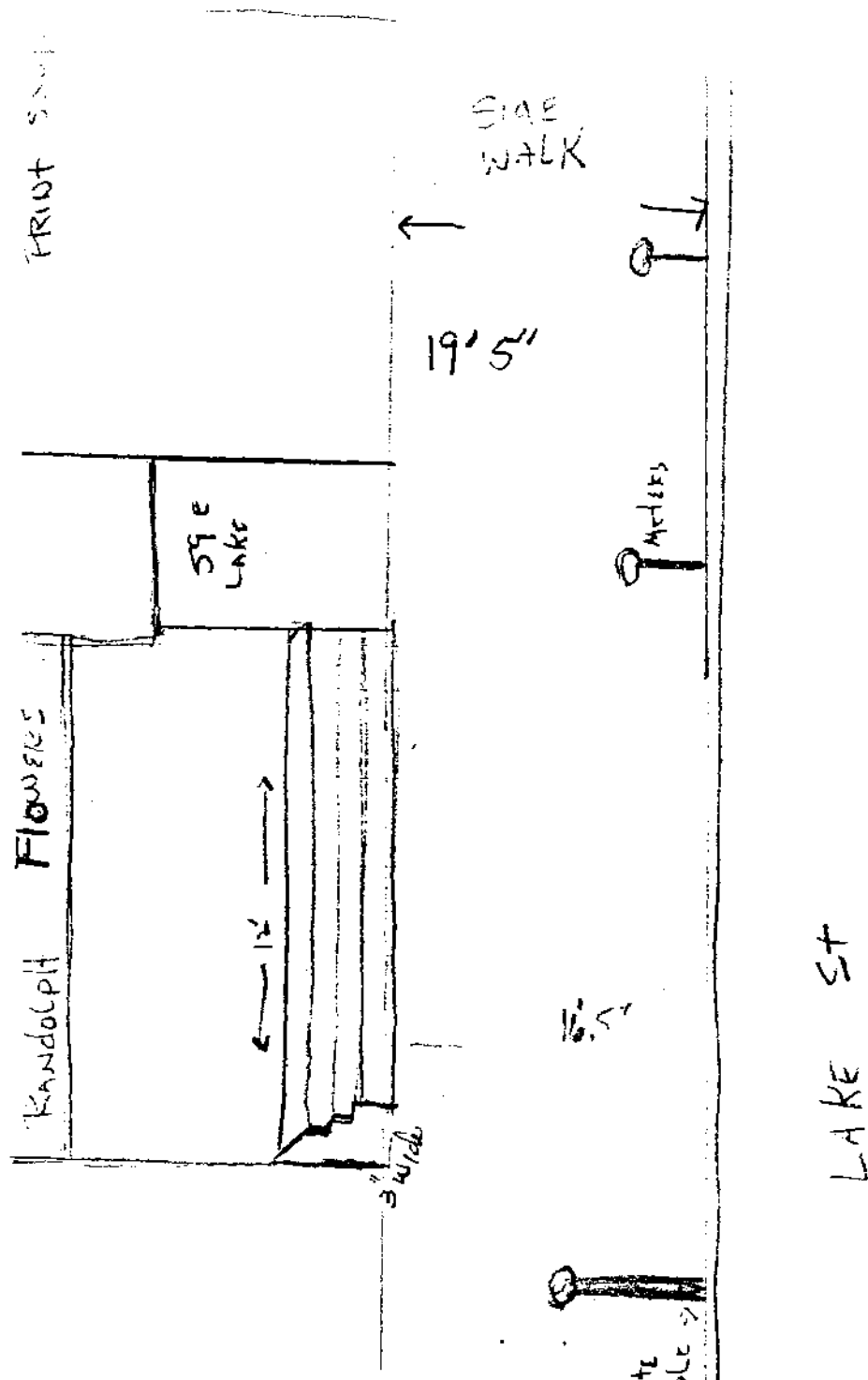
---

*Reliable Plating Corporation.*

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

(Continued on page 91556)

Ordinance associated with this drawing printed  
on page 91554 of this Journal.





(Continued from page 91554)

SECTION 1. Permission and authority are hereby given and granted to Reliable Plating Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) manhole in the public right-of-way adjacent to its premises known as 1514 West Lake Street. Said manhole shall be three (3) feet in length and three (3) feet in width and have a depth of ten (10) feet and used for the purpose of inspection. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019033 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 July 30, 2002.

[Drawing referred to in this ordinance printed  
on page 91557 of this *Journal*.]

---

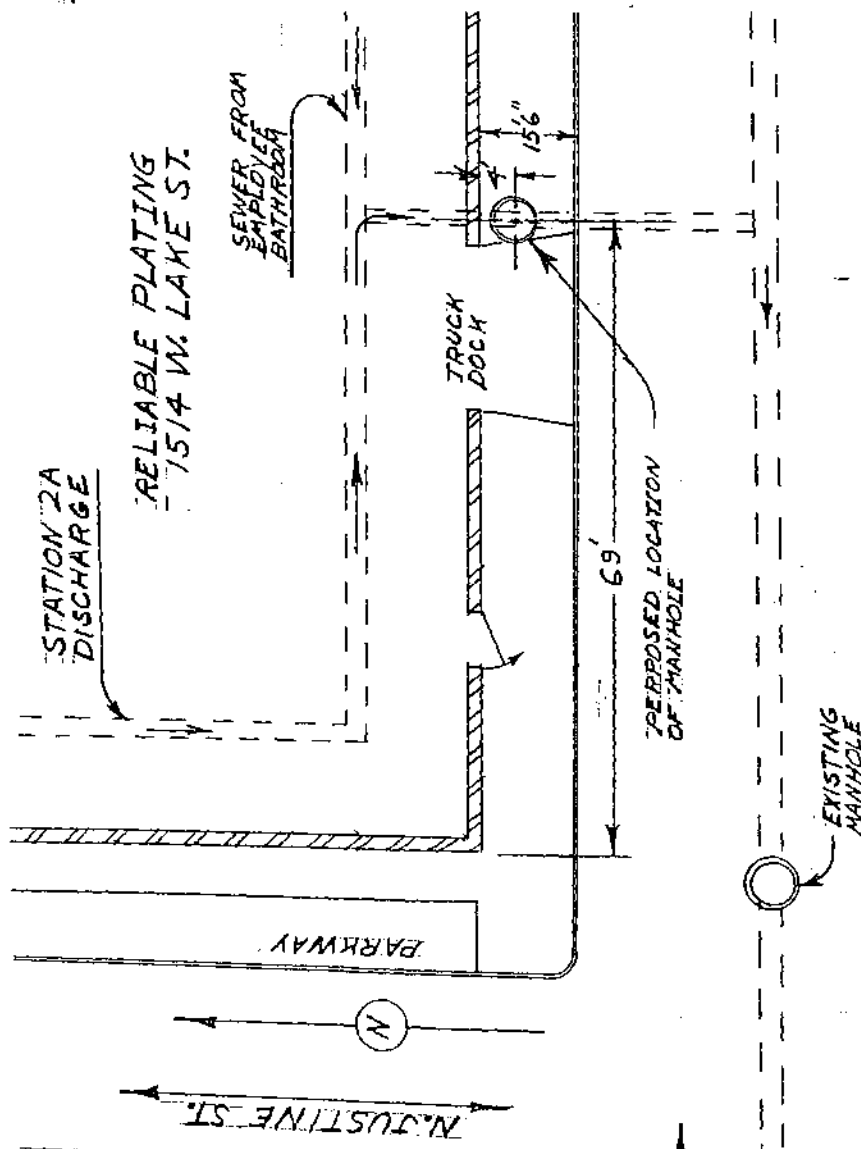
*Resurrection Health Care.*

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

SECTION 1. Permission and authority are hereby given and granted to Resurrection Health Care, upon the terms and subject to the conditions of this

(Continued on page 91558)

Ordinance associated with this drawing printed on  
pages 91554 through 91556 of this *Journal*.



(Continued from page 91556)

ordinance, to maintain and use various existing privileges on the public right-of-way adjacent to its premises known as Saint Mary of Nazareth Hospital Center at 2233 West Division Street. Said public way encroachments are described as follows:

Four (4) existing concrete planter boxes with additional new plants for beautification purposes shall measure as follows:

- 1) Thirty-seven (37) feet in length and five (5) feet in width.
- 2) Twenty-five (25) feet in length and five (5) feet in width.
- 3) Thirty-seven (37) feet in length and five (5) feet in width.
- 4) Twenty-five (25) feet in length and five (5) feet in width.

Two (2) existing stairs ascending the berm at the West Division Street entrance to the main hospital building of Saint Mary of Nazareth Hospital Center shall measure as follows:

- 1) Six (6) feet in length and ten (10) feet in width.
- 2) Nine (9) feet in length and twenty-six (26) feet in width.

Three (3) existing fences, parts of which encroach within the public way, to assist in screening and beautifying the hospital campus. Fences shall consist of brick, metal, posts and other appurtenances. Said fences shall measure approximately one hundred sixty-six (166) square feet with a height of approximately six (6) feet.

Three (3) existing concrete walkways between the existing city sidewalk to the main walkway at the entrance to the main hospital building. Each concrete walkway shall measure ten (10) feet in length and seven (7) feet in width.

Two (2) existing bicycle racks for bicycle parking. Said bicycle racks shall each measure three (3) feet in length and three (3) feet in width.

Twelve (12) existing trees and two (2) existing bushes to beautify the hospital campus of Saint Mary of Nazareth Hospital Center.

A portion of the public way shall be used for two (2) curb cuts. Each curb cut shall measure twenty-two (22) feet in length and twenty-six (26) feet in width for a total square footage of one thousand one hundred forty-four (1,144).

Said public way encroachments shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privileges shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance.

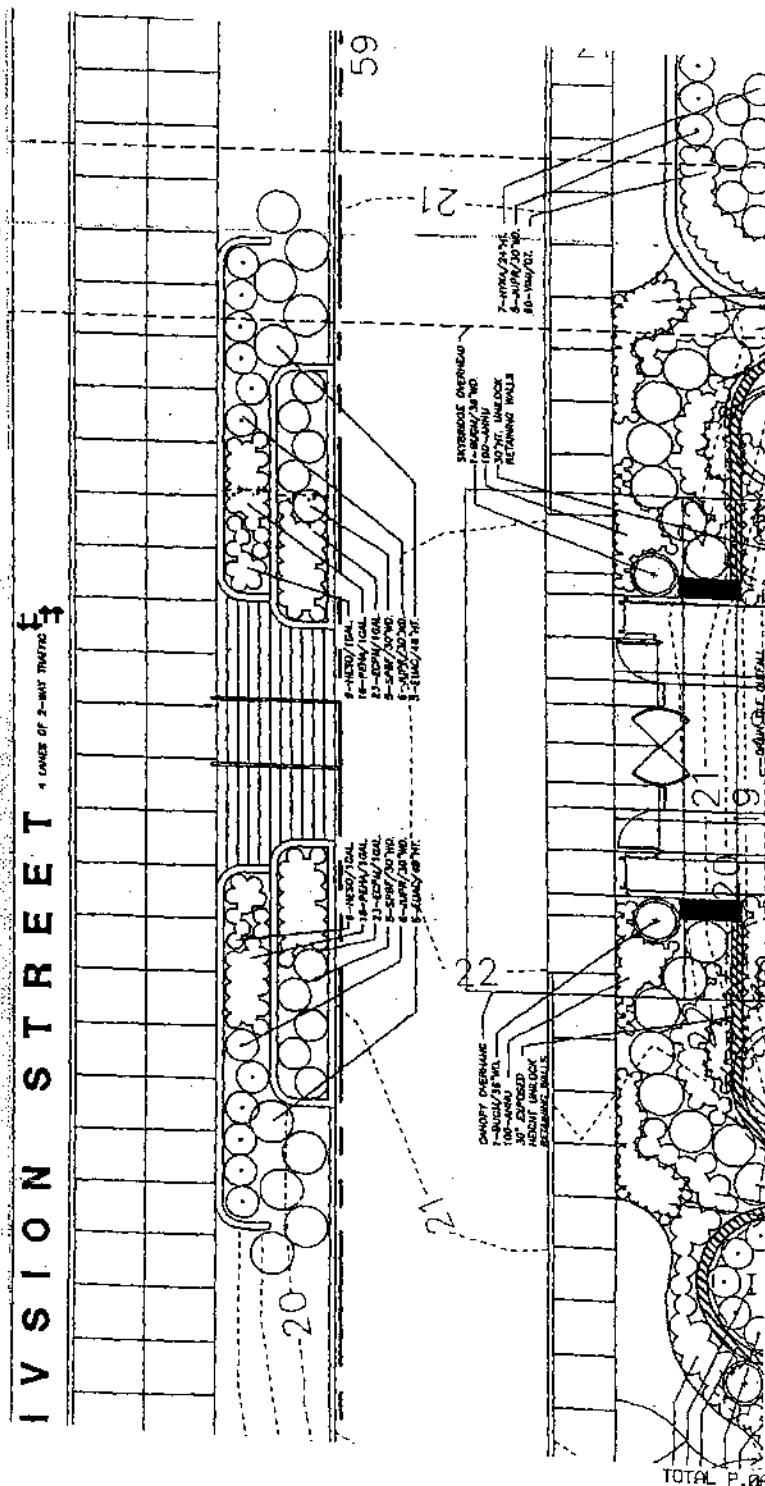
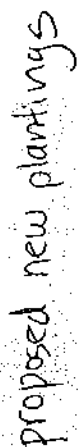
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1019147 herein granted the sum of One Thousand Three Hundred Eighty-four and no/100 Dollars (\$1,384.00) per annum, in advance.

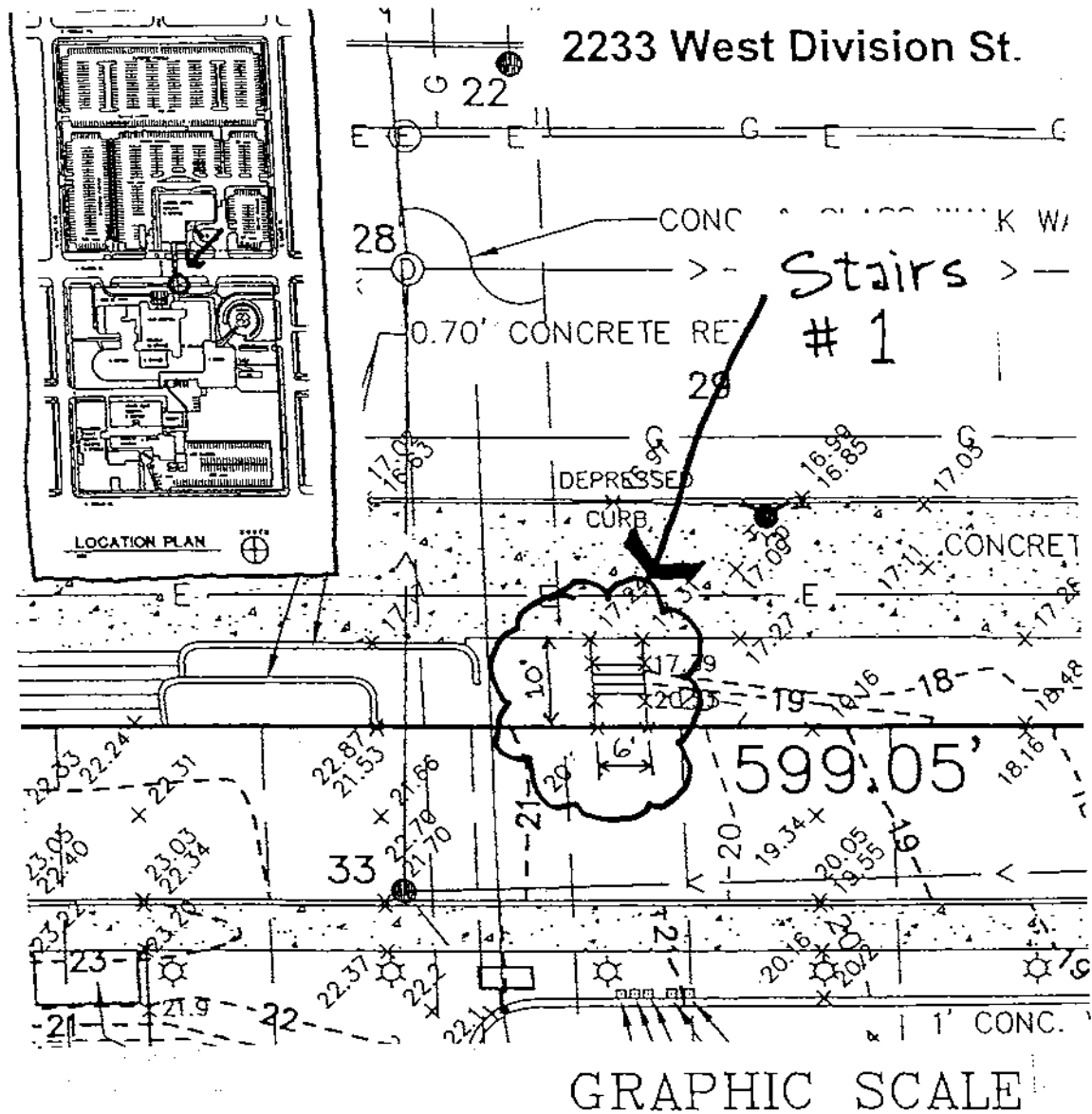
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed  
pages 91560 through 91571 of this *Journal*.]

Ordinance associated with this drawing printed on  
pages 91556 through 91559 of this *Journal*.



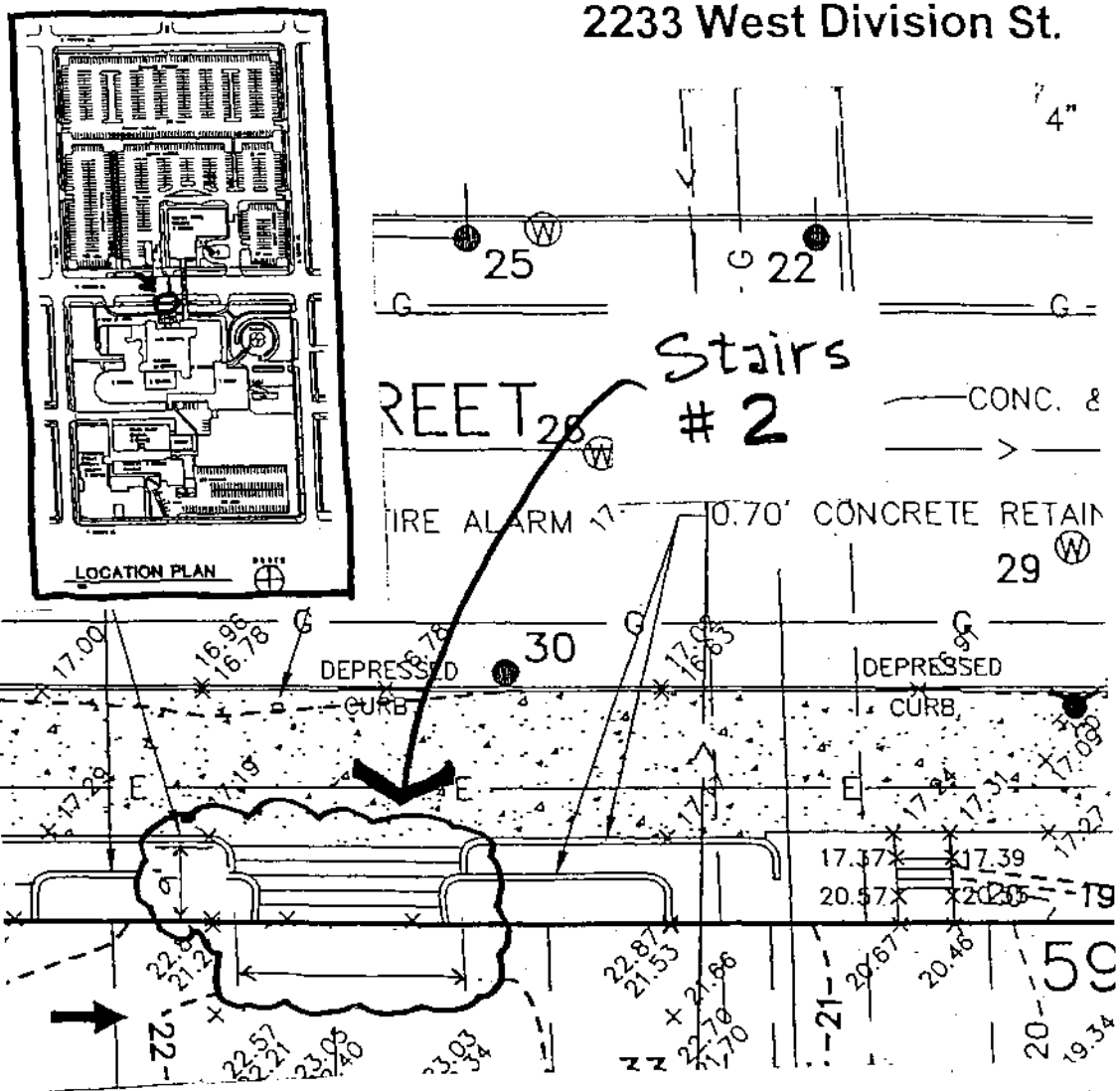
Ordinance associated with this drawing printed on  
pages 91556 through 91559 of this *Journal*.



( IN FEET )

1 inch = 15 ft.

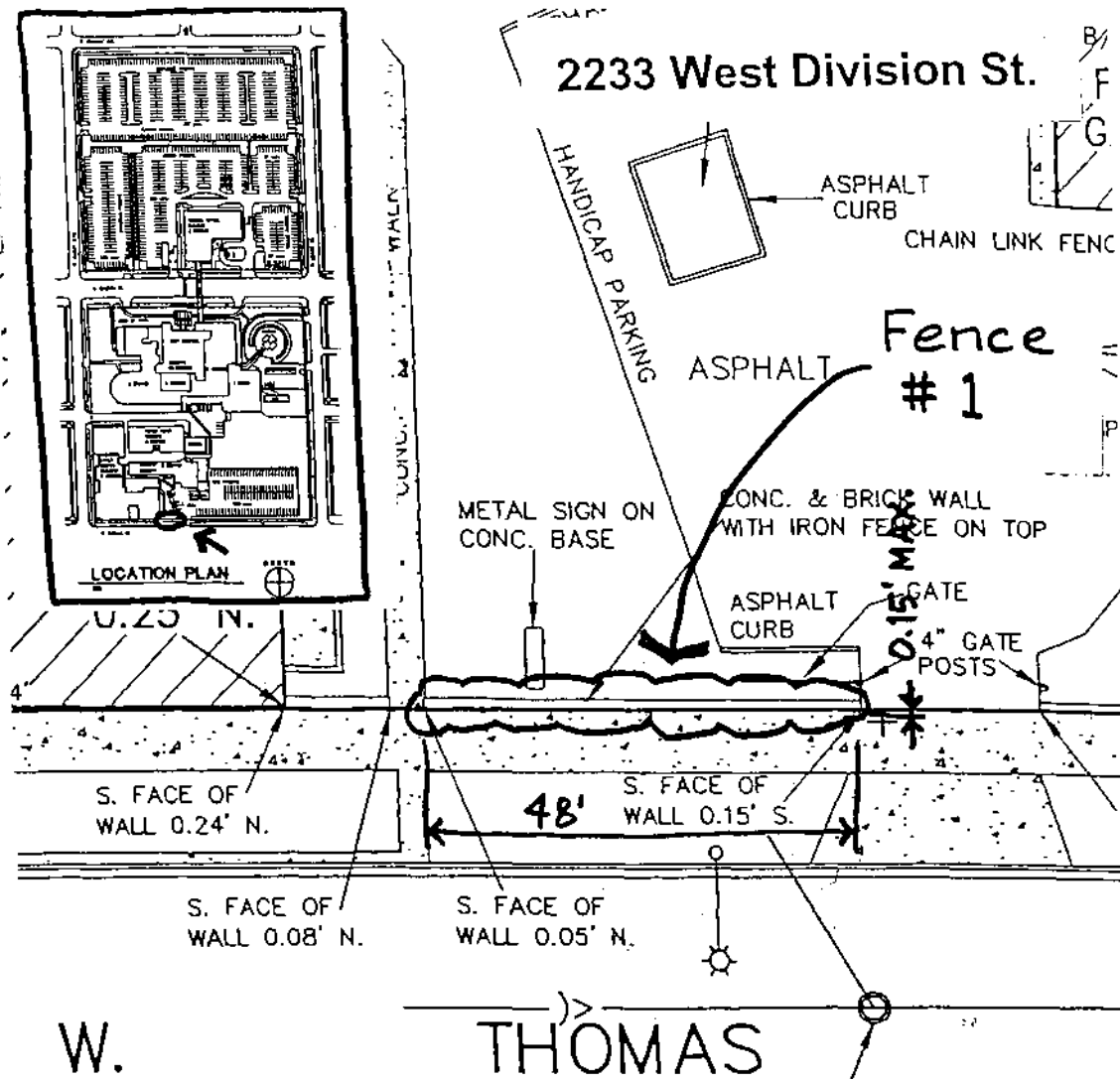
Ordinance associated with this drawing printed on  
pages 91556 through 91559 of this *Journal*.



( IN FEET )

1 inch = 15 ft.

Ordinance associated with this drawing printed on  
pages 91556 through 91559 of this Journal.



GRAPHIC SCALE

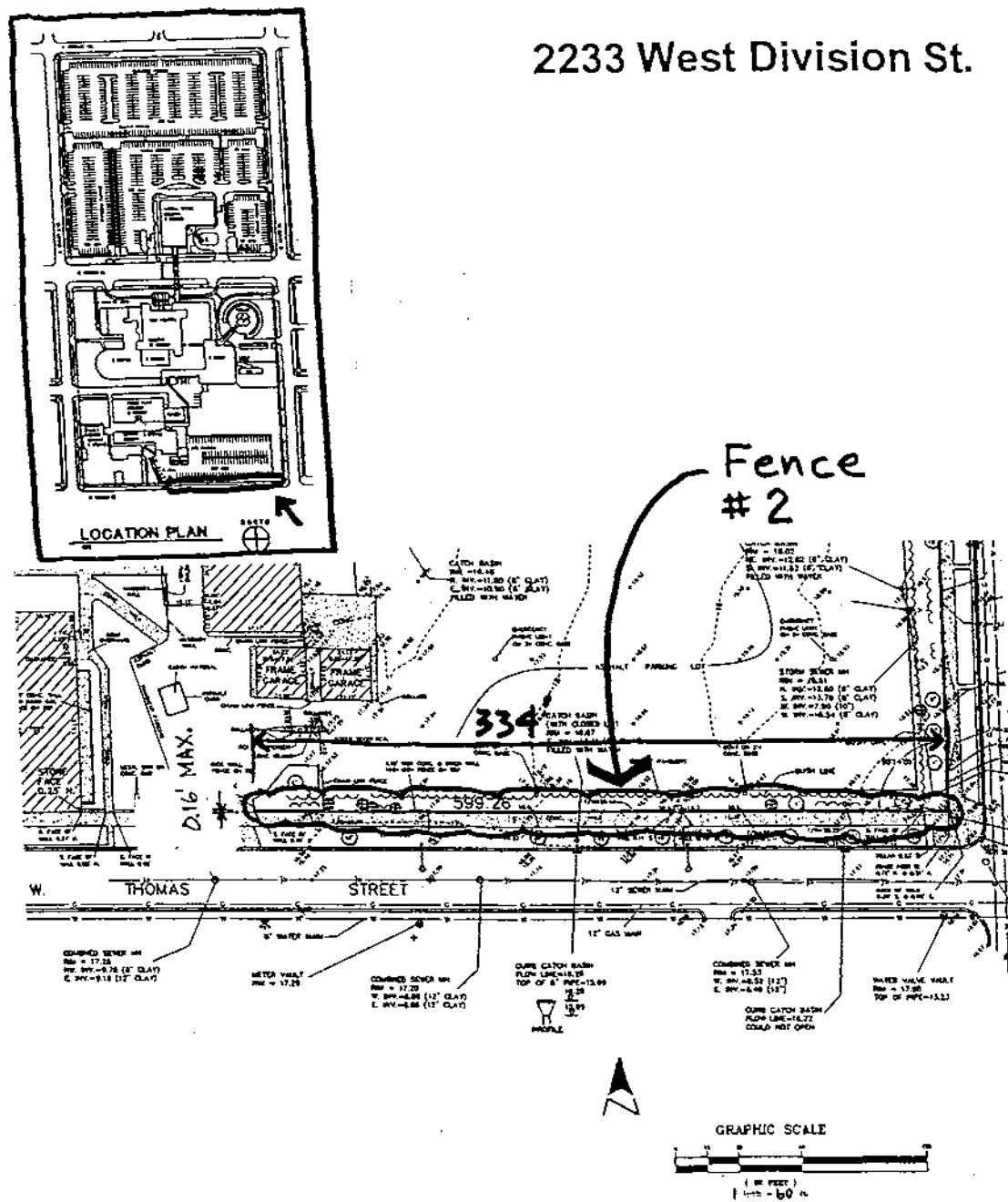


( IN FEET )

1 inch = 15 ft.



Ordinance associated with this drawing printed on  
pages 91556 through 91559 of this *Journal*.

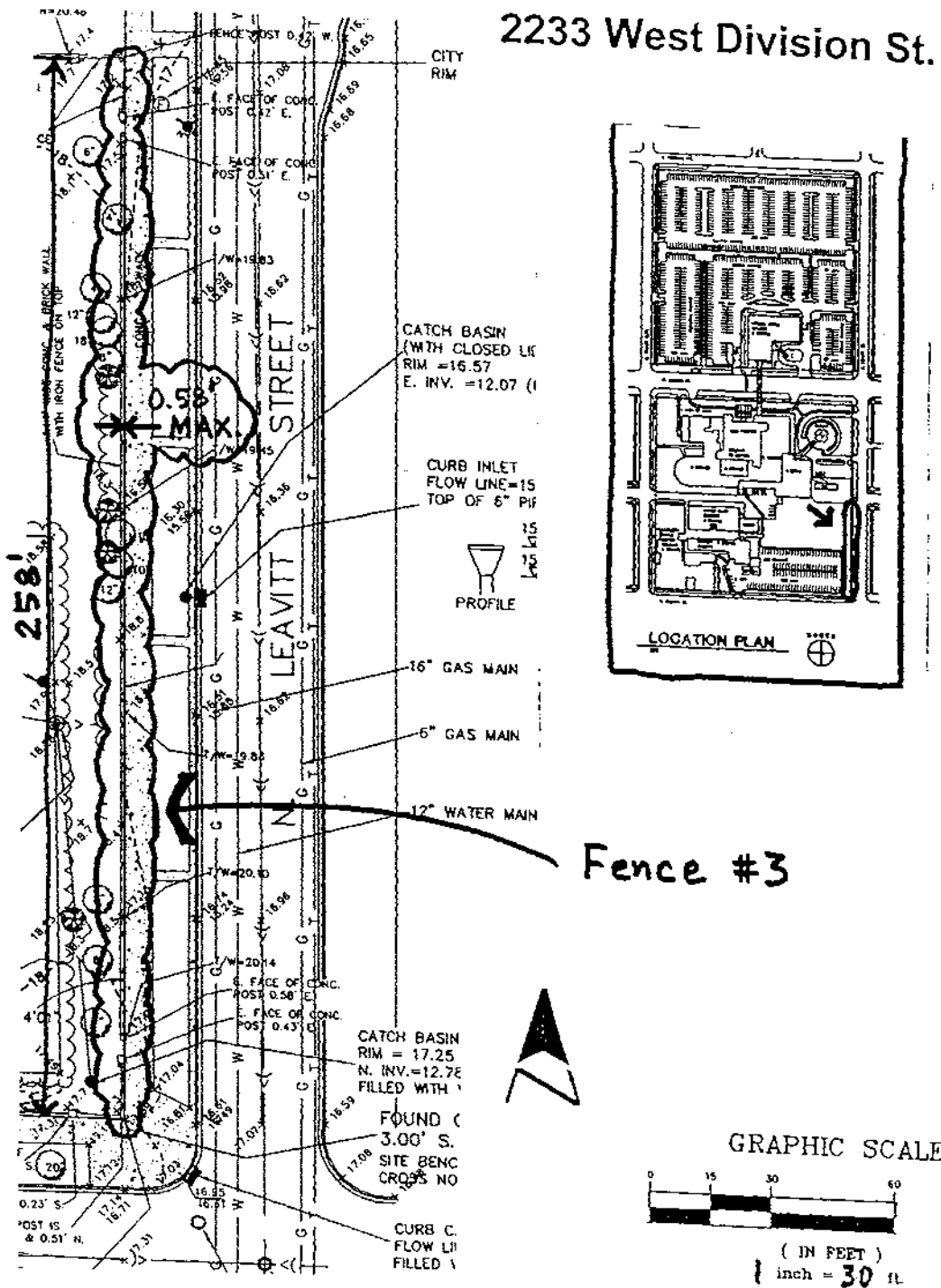


7/31/2002

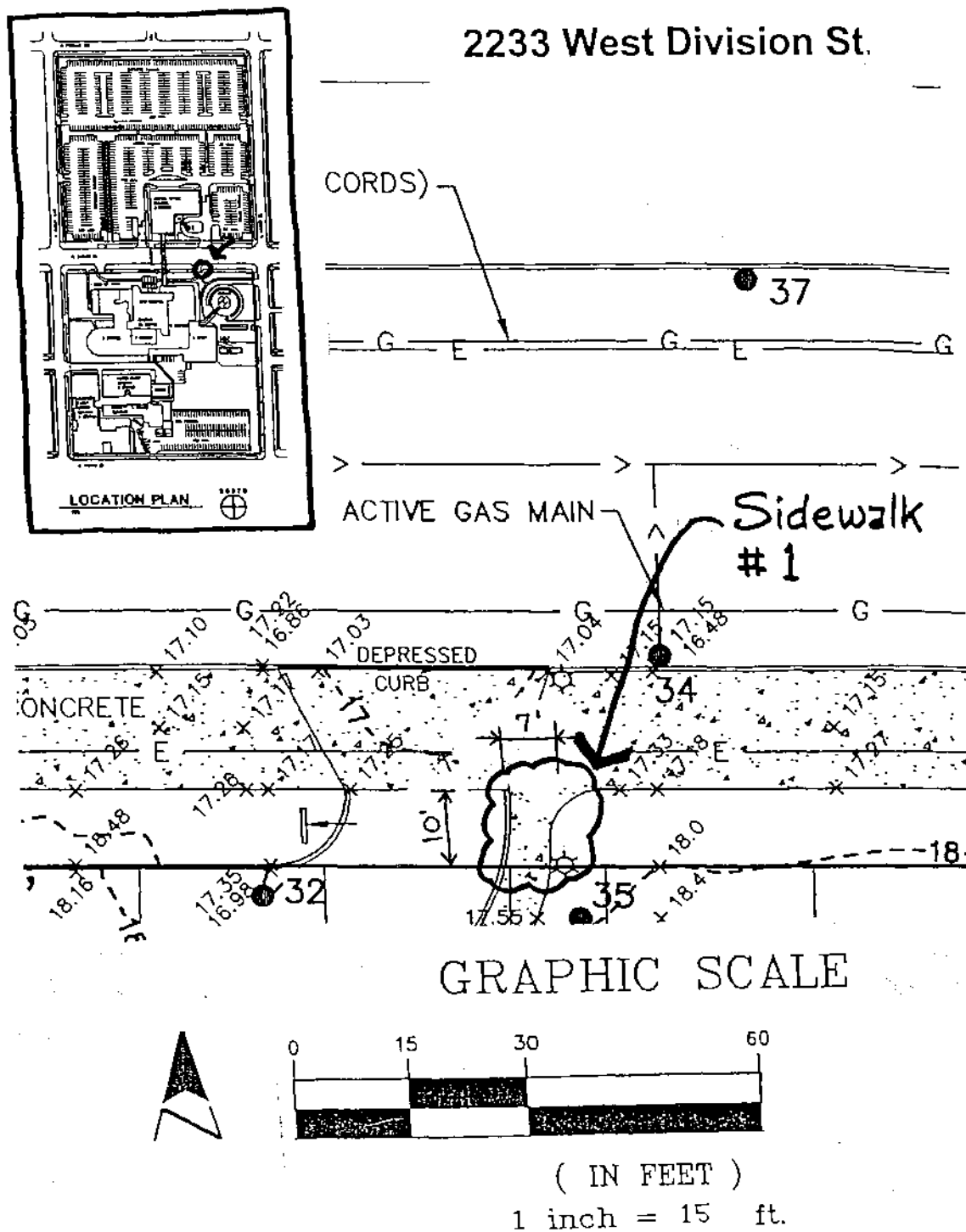
# REPORTS OF COMMITTEES

91565

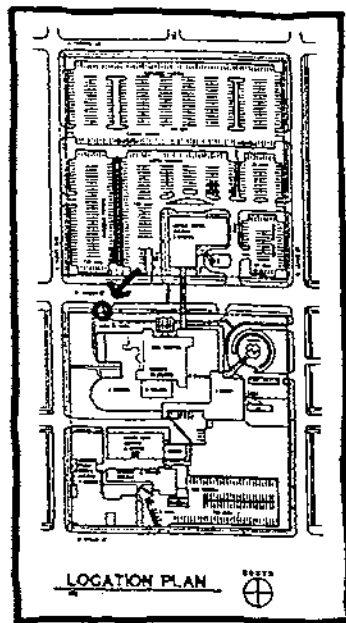
Ordinance associated with this drawing printed on  
pages 91556 through 91559 of this *Journal*.



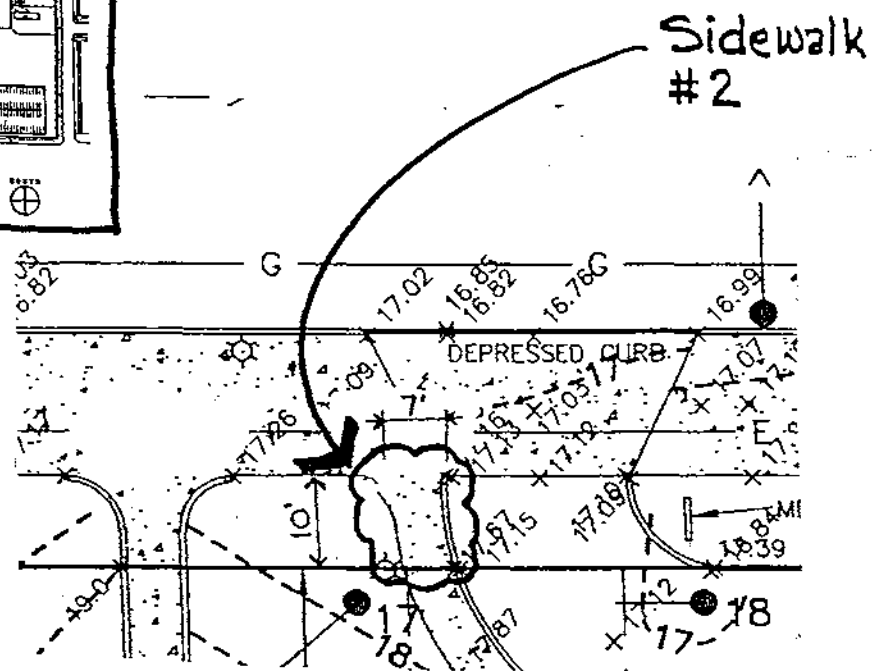
Ordinance associated with this drawing printed on  
pages 91556 through 91559 of this *Journal*.



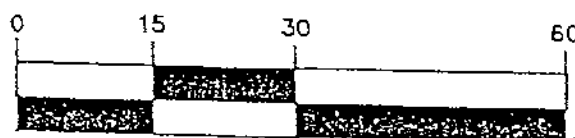
Ordinance associated with this drawing printed on  
pages 91556 through 91559 of this *Journal*.



2233 West Division St.



GRAPHIC SCALE

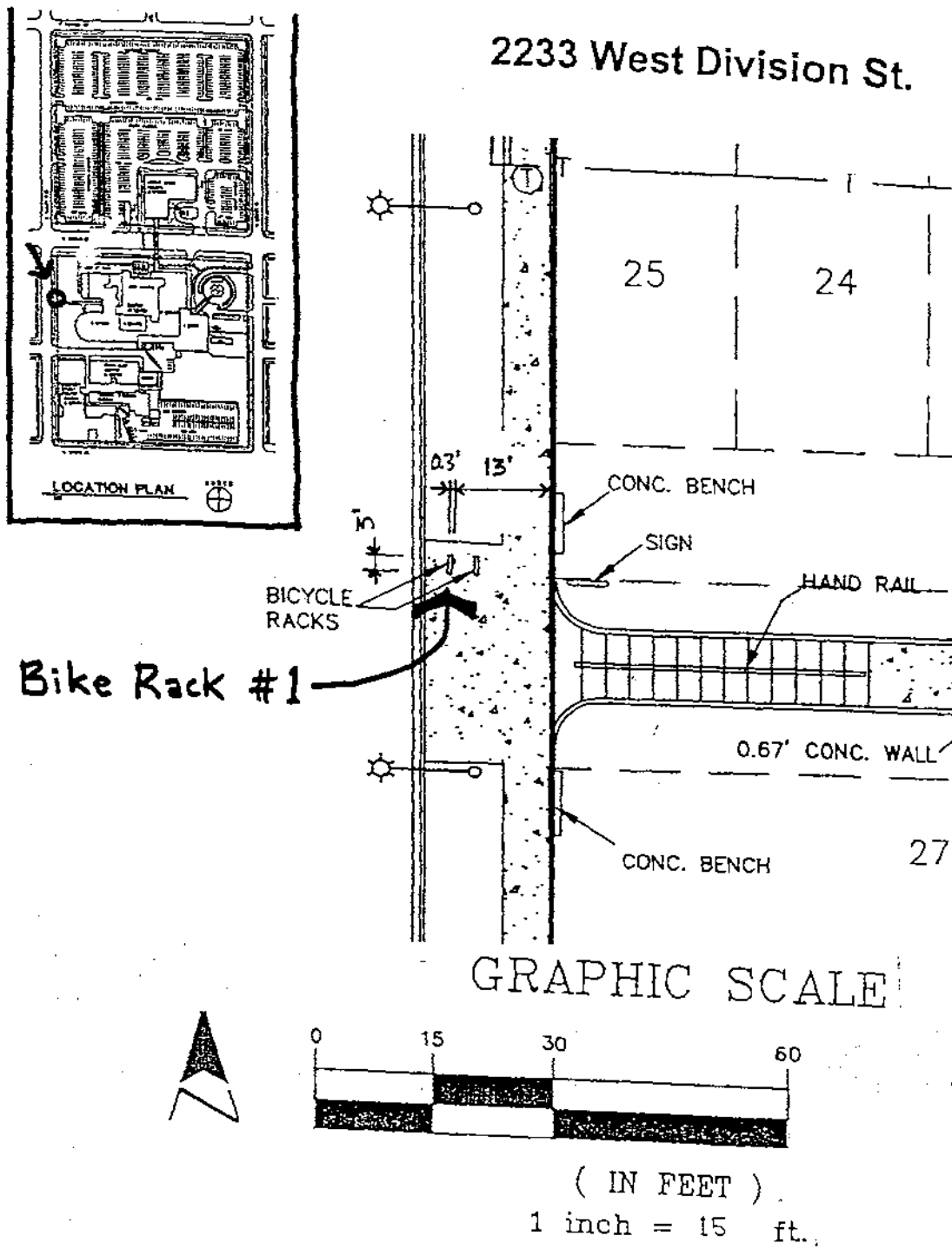


( IN FEET )

1 inch = 15 ft.

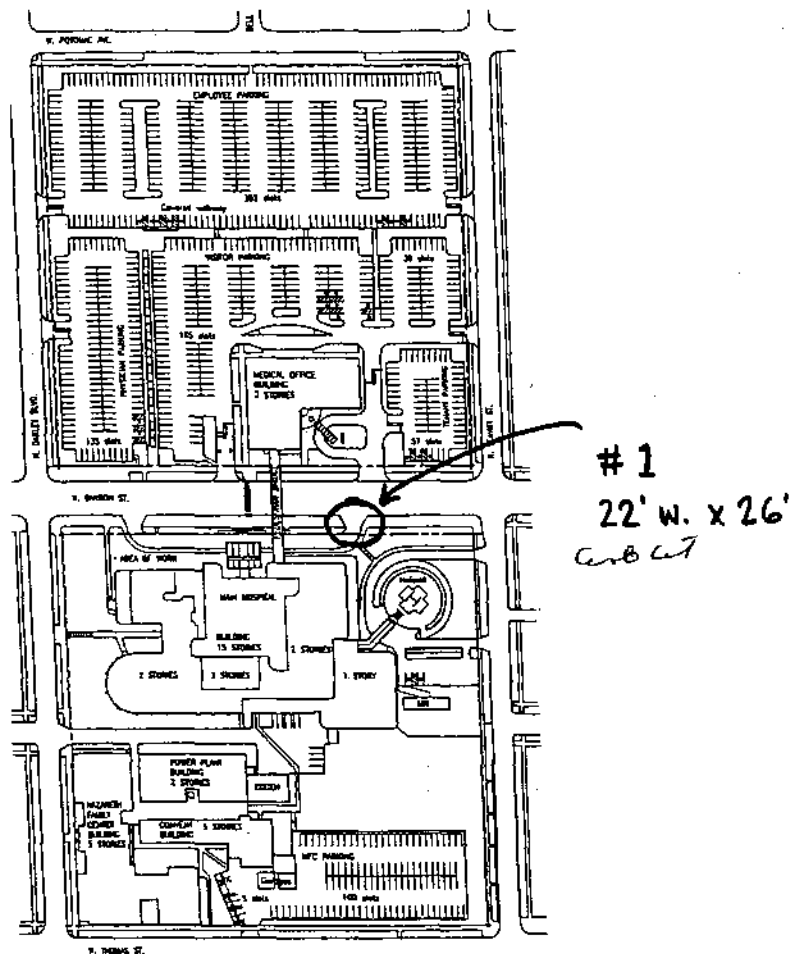


Ordinance associated with this drawing printed on  
pages 91556 through 91559 of this *Journal*.



Ordinance associated with this drawing printed on  
pages 91556 through 91559 of this *Journal*.

## 2233 West Division St.



#1  
22' W. X 26'  
Curb cut

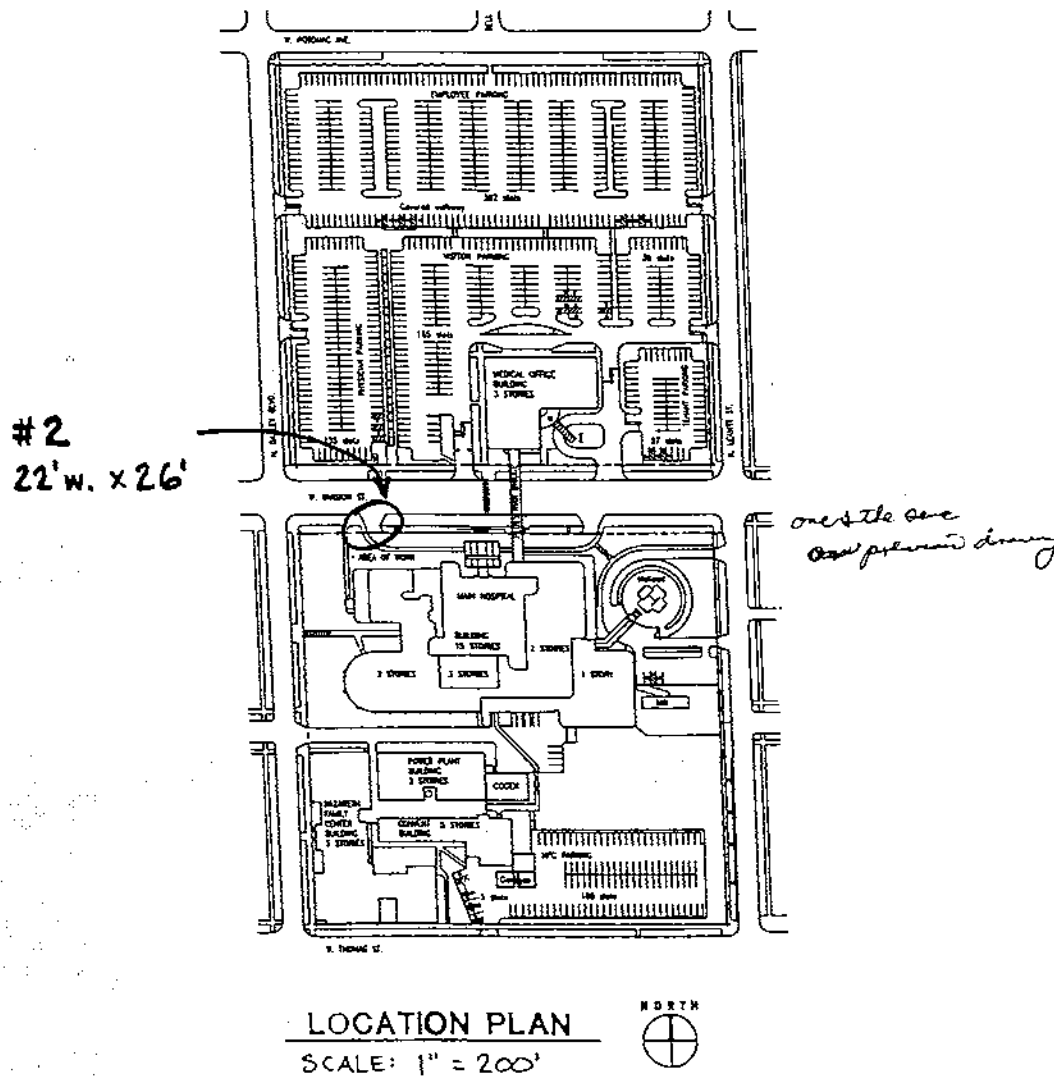
LOCATION PLAN

SCALE: 1" = 200'



Ordinance associated with this drawing printed on  
pages 91556 through 91559 of this *Journal*.

## 2233 West Division St.





*Starbucks Coffee Number 2568.*

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

SECTION 1. Permission and authority are hereby given and granted to Starbucks Coffee Number 2568, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use concrete patio stones on the public right-of-way for beautification purposes adjacent to its premises known as 4365 West Irving Park Road. Said concrete patio stones shall measure thirty-five (35) feet in length and ten (10) feet in width for a total square footage of three hundred fifty (350). The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1018967 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.

[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.]

---

*Trizechahn Office Properties.*

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

SECTION 1. Permission and authority are hereby given and granted to Trizechahn Office Properties, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) curb cuts in the public right-of-way which shall be used to accommodate tour vehicle parking for the entrance to Sears Tower Skydeck located adjacent to its premises known as 233 South Wacker Drive.

- A. Curb Cut Area Number 1 shall measure one hundred forty-five (145) feet in length and eight (8) feet in width for a total of one thousand one hundred sixty (1,160) square feet and shall be located along South Wacker Drive approximately thirty (30) feet north of West Jackson Boulevard.
- B. Curb Cut Area Number 2 shall measure one hundred forty-five (145) feet in length and eight (8) feet in width for a total of one thousand one hundred sixty (1,160) square feet and shall be located along South Wacker Drive approximately eighty-five (85) feet south of West Adams Street.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019259 herein granted the sum of Twenty-one Thousand Four Hundred Thirty-seven and no/100 Dollars (\$21,437.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after April 9, 2002.

[Drawing referred to in this ordinance printed  
on page 91574 of this *Journal*.]

---

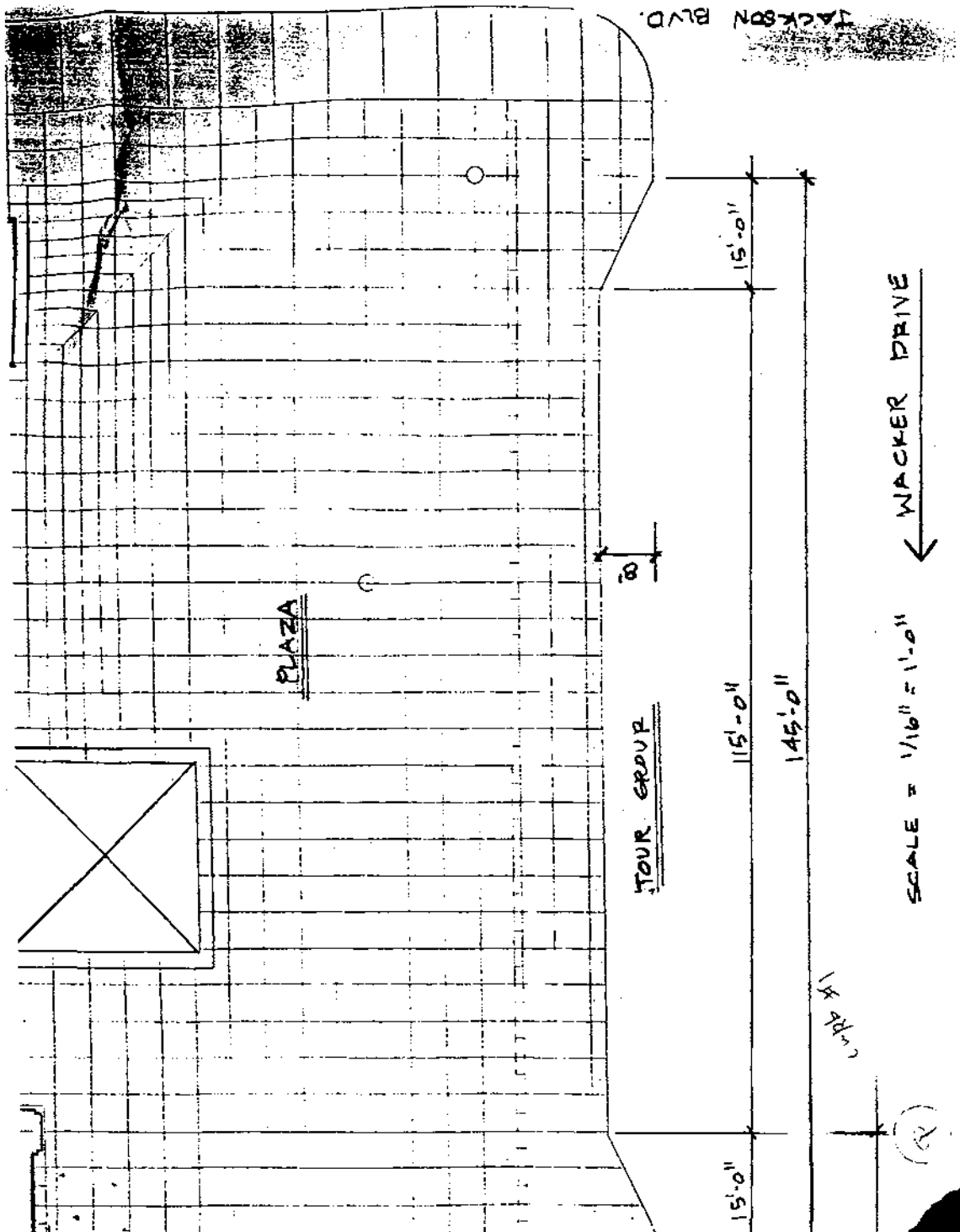
*University Of Chicago.*  
(5801 South Ellis Avenue)

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

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this

(Continued on page (91575))

Ordinance associated with this drawing printed on  
pages 91572 through 91573 of this *Journal*.



(Continued from page 91573)

ordinance, to construct, install, maintain and use conduit under the public right-of-way adjacent to its premises known as 5801 South Ellis Avenue. Said conduit shall be forty-six (46) feet in length, twenty-four (24) inches wide and have a depth of approximately forty-two (42) inches. Said steel conduit encased in concrete shall run across South Ellis Avenue below grade. Conduit shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019003 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.

[Drawing referred to in this ordinance printed  
on page 91576 of this *Journal*.]

---

*University Of Chicago.*  
(158 East 58<sup>th</sup> Street And 5828  
South University Avenue)

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

(Continued on page 91577)

The map shows a street grid with Ellis Avenue running vertically. To the west of Ellis Avenue are Jones Hall and Kent Hall. To the east are Admin, Cobb Hall, and Swift Hall. A horizontal street runs through the middle, labeled '680' to 57th Street' and '615' to 59th Street'. A vertical street is labeled '615' to 59th Street'. A crossing of Ellis Avenue (West) from Admin to Steam tunnel is indicated. A north arrow points up, and the date '05/08/02' is noted. The map also shows various conduits, manholes, and a crossing of Ellis Avenue (West) from Admin to Steam tunnel.

(Continued from page 91575)

SECTION 1. Permission and authority are hereby given and granted to the University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) six (6) inch steel pipes and one (1) four (4) inch PVC pipe under and across the public right-of-way between 158 East 58<sup>th</sup> Street and 5828 South University Avenue. Said pipes and conduits shall be thirty-five (35) feet in length and for the purpose of connecting utilities between buildings. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1018926 herein granted the sum of Eight Hundred Forty and no/100 Dollars (\$840.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after June 4, 2002.

[Drawing referred to in this ordinance printed  
on page 91578 of this *Journal*.]

---

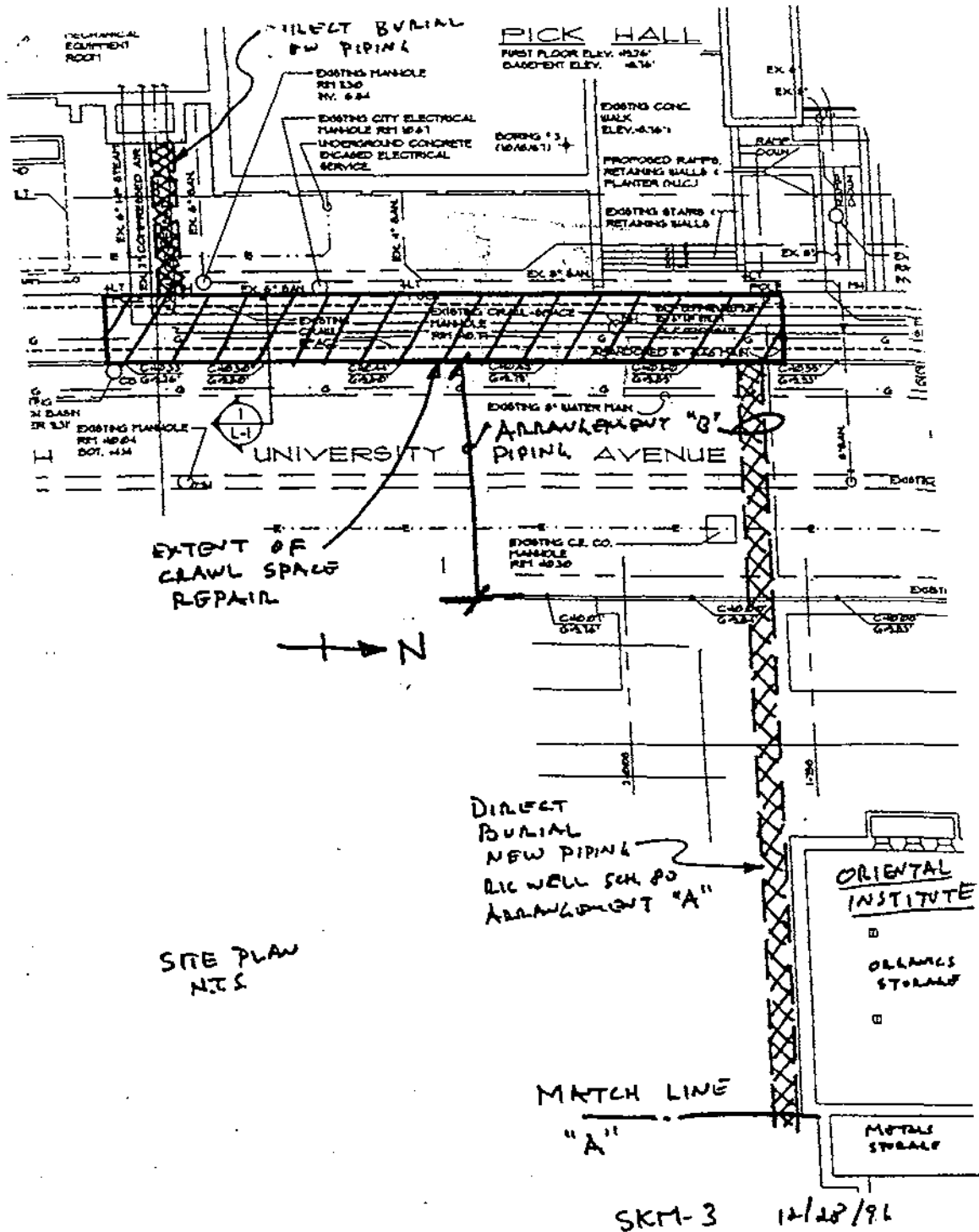
*University Of Chicago.*  
(Portion Of East 60<sup>th</sup> Street)

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

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this

(Continued on page 91579)

Ordinance associated with this drawing printed on  
pages 91575 through 91577 of this *Journal*.



(Continued from page 91577)

ordinance, to maintain and use, as now installed, a six (6) inch conduit duct connecting with an existing manhole on the south side of East 60<sup>th</sup> Street, east of the east line of South Kenwood Avenue, thence running southeasterly underneath the parkway and sidewalk on the south side of East 60<sup>th</sup> Street into private property. Also, to maintain and use as now installed a four (4) inch steam pipe in a twelve (12) inch conduit across East 60<sup>th</sup> Street at a point one hundred ten (110) feet, six (6) inches east of the east line of South Kenwood Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1018924 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after June 23, 2002.

[Drawing referred to in this ordinance printed  
on page 91580 of this *Journal*.]

---

*University Of Chicago File Number 12.*

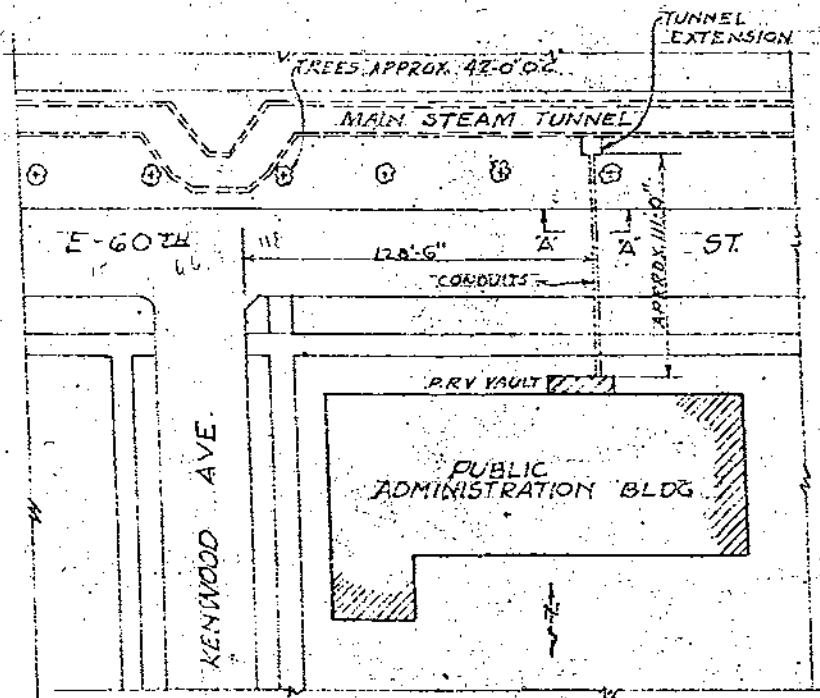
*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to University of Chicago File Number 12, upon the terms and subject to the conditions

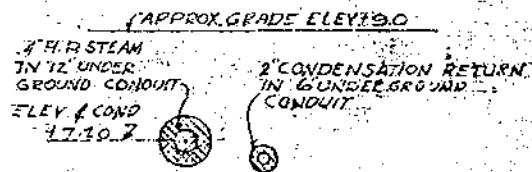
(Continued on page 91581)



Ordinance associated with this drawing printed on  
pages 91577 through 91579 of this Journal.



PART PLOT PLAN  
SCALE 1"=50'-0"



SECTION A-A  
SCALE 1"=10'-0"

|                                         |     |             |
|-----------------------------------------|-----|-------------|
| THE UNIVERSITY OF CHICAGO               |     |             |
| THE DEPARTMENT OF BUILDINGS AND GROUNDS |     |             |
| 1313 E. 60TH STREET                     |     |             |
| STEAM DISTRIBUTION SERVICE              |     |             |
| ORDINANCE DRAWING                       |     |             |
| DR.                                     | CH. | DATE 5/9/04 |

(Continued from page 91579)

of this ordinance to maintain and use, as now installed, a twenty (20) inch conduit with a three (3) inch tile drain underneath the same, for steam, hot water and compressed air transmission, under and across South University Avenue at a point one hundred forty-three (143) feet south of the south line of East 57<sup>th</sup> Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1018925 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 June 12, 2002.

[Drawing referred to in this ordinance printed  
on page 91582 of this *Journal*.]

---

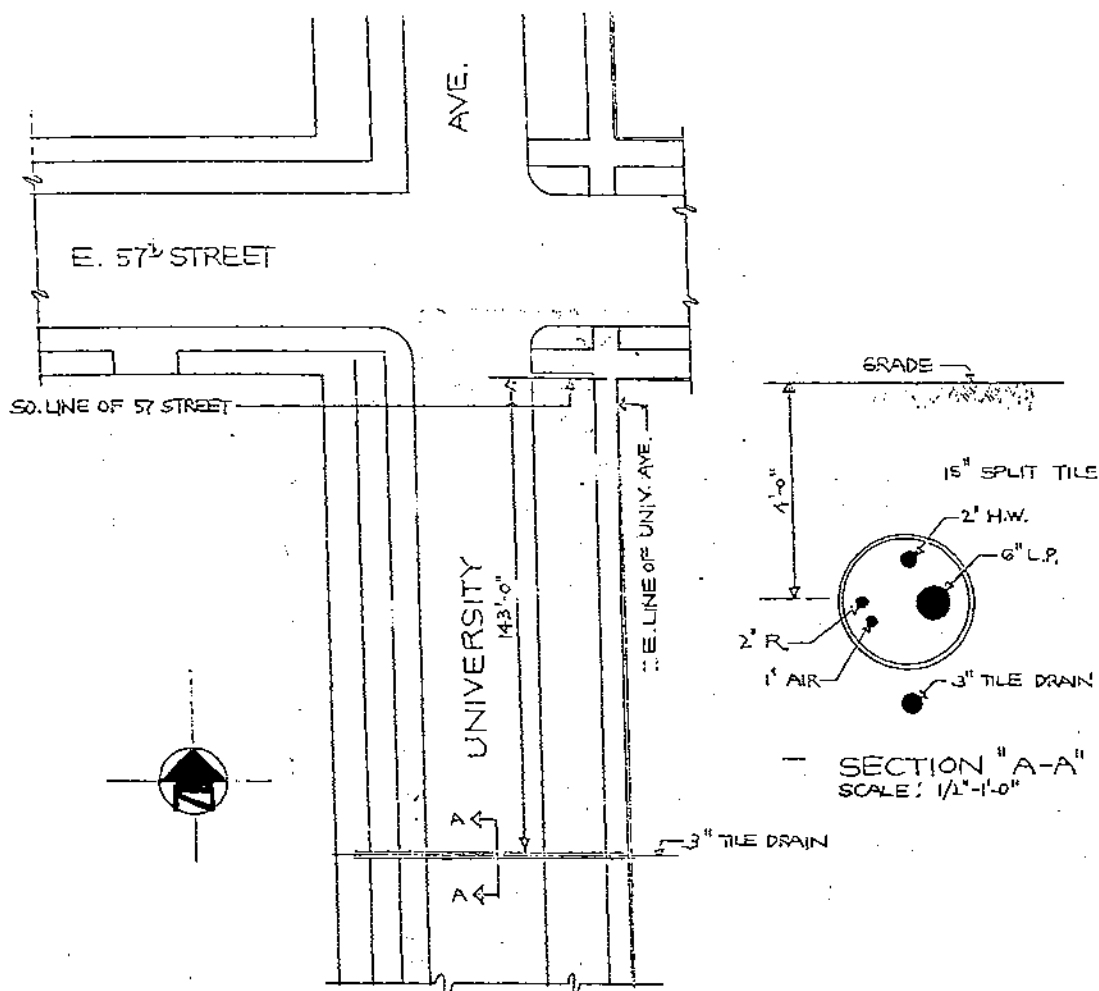
*University Of Chicago Hospital.*

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

SECTION 1. Permission and authority are hereby given and granted to University of Chicago Hospital, upon the terms and subject to the conditions of this

(Continued on page 91583)

Ordinance associated with this drawing printed on  
pages 91579 through 91581 of this *Journal*.



ORDINANCE DRAWING

STEAM ACROSS UNIVERSITY AVE.

DATE: 6/5/72

DR. No. 72-45

THE UNIVERSITY OF CHICAGO  
Office of Physical Planning and Construction

(Continued from page 91581)

ordinance, to construct, install, maintain and use support columns under the public right-of-way adjacent to its premises known as 5721 -- 5758 South Maryland Avenue and 5715 -- 5721 South Maryland Avenue. Said support columns shall be installed to support the existing skybridges structure along South Maryland Avenue.

5715 -- 5721 South Maryland Avenue shall have four (4) support columns. Each support column shall measure three (3) feet in length and three (3) feet in width for a total square footage of thirty-six (36).

5721 -- 5758 South Maryland Avenue shall have two (2) support columns. Each support column shall measure three (3) feet in length and three (3) feet in width for a total square footage of eighteen (18).

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

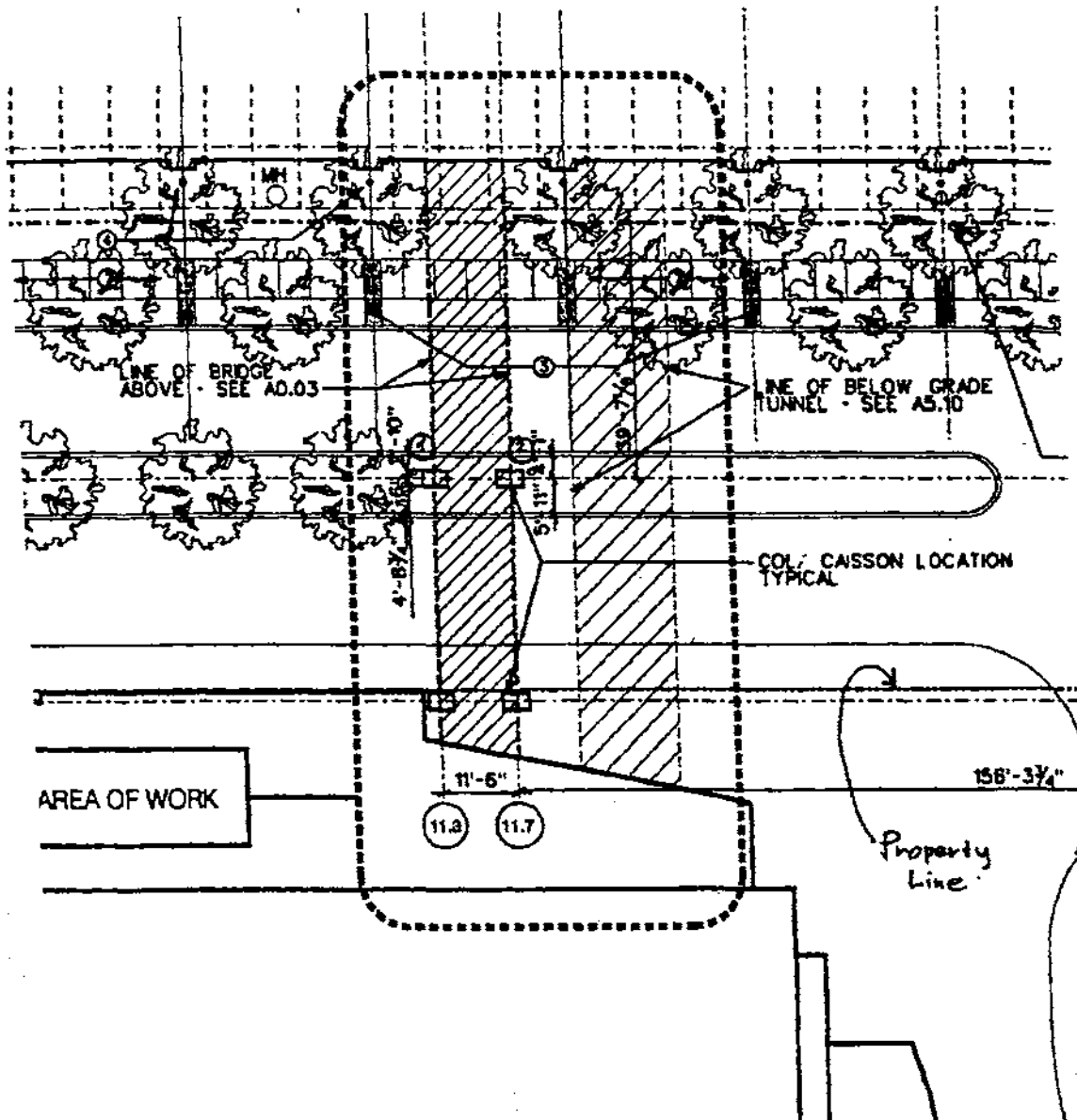
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1019202 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.

[Drawing referred to in this ordinance printed  
on page 91584 of this *Journal*.]

Ordinance associated with this drawing printed on  
pages 91581 through 91583 of this *Journal*.



*Vanguard Lofts Condominium Associates.*

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

SECTION 1. Permission and authority are hereby given and granted to Vanguard Lofts Condominium Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, sixty (60) balconies projecting over the public right-of-way adjacent to its premises known as 1250 West Van Buren Street. Said balconies shall measure five (5) feet in width and approximately fourteen (14) feet in length. Along South Throop Street there shall be eighteen (18) balconies and along West Van Buren Street there shall be forty-two (42) balconies. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1018921 herein granted the sum of Three Thousand and no/100 Dollars (\$3,000.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after July 30, 2002.

[Drawing referred to in this ordinance printed  
on page 91586 of this *Journal*.]

—

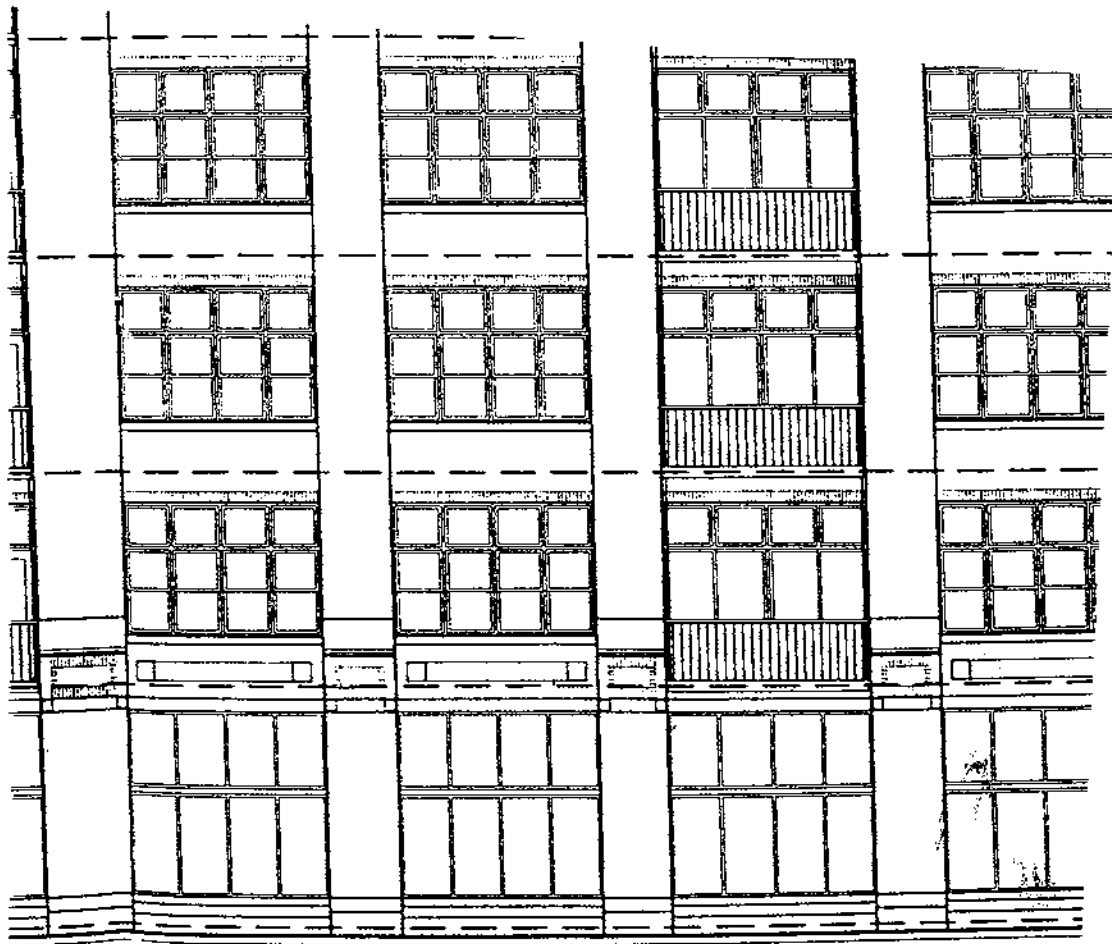
*Wildflower Garden.*

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

SECTION 1. Permission and authority are hereby given and granted to Wildflower Garden, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a portion of the sidewalk adjacent to its

(Continued on page 91587)

Ordinance associated with this drawing printed  
on page 91585 of this *Journal*.



TH THROOP STREET BALCONY

$\frac{1}{8}'' = 1'-0''$

(Continued from page 91585)

premises known as 2480 North Lincoln Avenue. The area will be utilized for the display of flowers, plants and other plant materials on a large wooden crate type fixture. Said crate shall measure nine (9) feet in length and one and one-half (1½) feet in width. There shall be six (6) feet of unobstructed clear space for pedestrian passage between the outer edge of the wooden crate and the curb line at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1018944 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 July 2, 2002.

[Drawing referred to in this ordinance printed  
on page 91588 of this *Journal*.]

---

*Wrigley Building.*

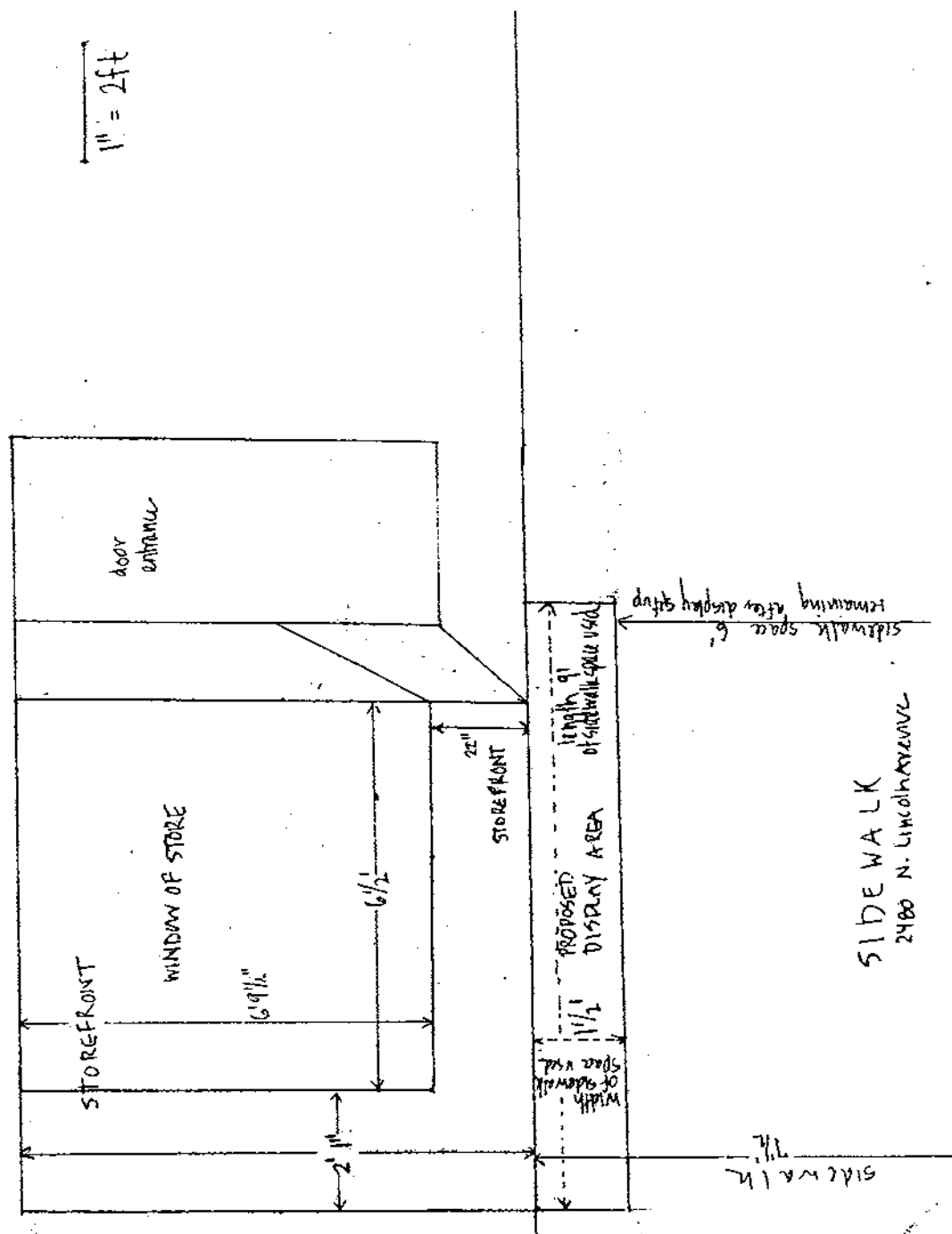
*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Wrigley building, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use various improvements on and over the public right-of-way for beautification purposes adjacent to its premises known as 400 North Michigan Avenue. Said Improvements are described as follows:

(Continued on page 91589)



Ordinance associated with this drawing printed on  
pages 91585 through 91587 of this *Journal*.



(Continued from page 91587)

Rush Street.

North Of East North Water Street:

A new fourteen (14) foot wide, three (3) inch thick concrete sidewalk will be constructed from East North Water Street on the south to East Hubbard Street on the north (approximately one hundred fifty (150) feet) along the north tower of the Wrigley Building. An existing five (5) foot wide steel staircase, which connects the plaza level with lower North Rush Street will be removed. The existing curb line is being relocated to the west by eight (8) feet at mid-block and sixteen (16) feet at the crosswalks (East Hubbard and North Water Streets). This will accommodate five (5) foot wide concrete tree/shrub planters and three (3) foot wide carriage walk. The crosswalks have accessible ramps flush with street level. A new concrete stair is provided at the south end of the sidewalk.

The north planter (five (5) feet by thirty-eight (38) feet) and south planter (five (5) feet by seventy (70) feet) are separated by a fourteen (14) foot wide walkway, which allows access from the sidewalk to drop-off area. This walkway will consist of thirty-six (36) inch by thirty-six (36) inch colored concrete pavers and align with the building entry. The planters are constructed of architecturally detailed panels of pre-cast concrete. The planters are approximately fifty-four (54) inches deep (below sidewalk level).

The landscaping contained within the planters includes six (6) four (4) inch caliper honey locust trees and continuous evergreen ground cover. The six (6) trees are placed in three (3) pairs spaced twelve (12) feet, zero (0) inches apart. The plantings will be in an approved soil mix with a perforated drain tile and gravel bed below. A sprinkler system is also included.

Four (4) inch caliper honey locust tree located on the west side of North Rush Street at twenty (20) feet on center will be provided by others.

Eighteen (18) inch high decorative iron railings are located on the sidewalk side of the planters. The decorative ironwork is comprised of Wrigley Building motifs. Forty-two (42) inch high iron guardrails and thirty-four (34) feet high stair railings are located on the south crosswalk and along North Water Street. The length of the North Water Street guardrail is approximately fifty-nine (59) feet. The railings contain one-half ( $\frac{1}{2}$ ) by one-half ( $\frac{1}{2}$ ) inch iron pickets spaced four and one-half ( $4\frac{1}{2}$ ) inches on center.

New light fixtures are located on the sidewalk adjacent to the planters. These cast iron fixtures are three (3) lamp fixtures with traditional detailing and

painted black.

The light fixtures are centered on the building piers as discussed below.

New light fixtures are also located on the west side of North Rush Street, the fixtures are sixty (60) feet apart and centered on the block between North Water Street and East Hubbard Street.

South Of East North Water Street:

Light fixtures as shown on the attached drawing and sidewalk paving only.

Hubbard Street And Michigan Avenue.

Light fixtures as shown on the attached drawing.

The term "light fixtures" as used in this ordinance shall not include flood lamps used primarily to illuminate the exterior of any building, which shall be the subject of other authority.

All above mentioned proposed improvements shall be approved by the Department of Planning and Development and the Department of Transportation. Light fixtures shall also be approved by the Bureau of Electricity.

The location of said privileges shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance.

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.

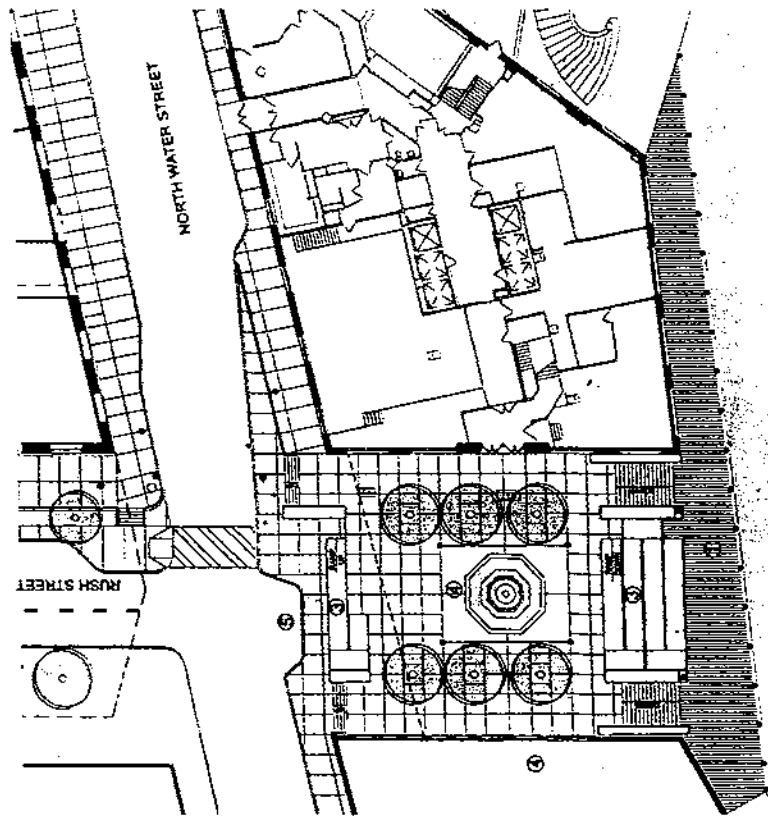
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1019199 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on  
pages 91591 through 91594 of this *Journal*.]

Ordinance associated with this drawing printed on  
pages 91587 through 91590 of this *Journal*.

**River Edge Park - Concept Plan**



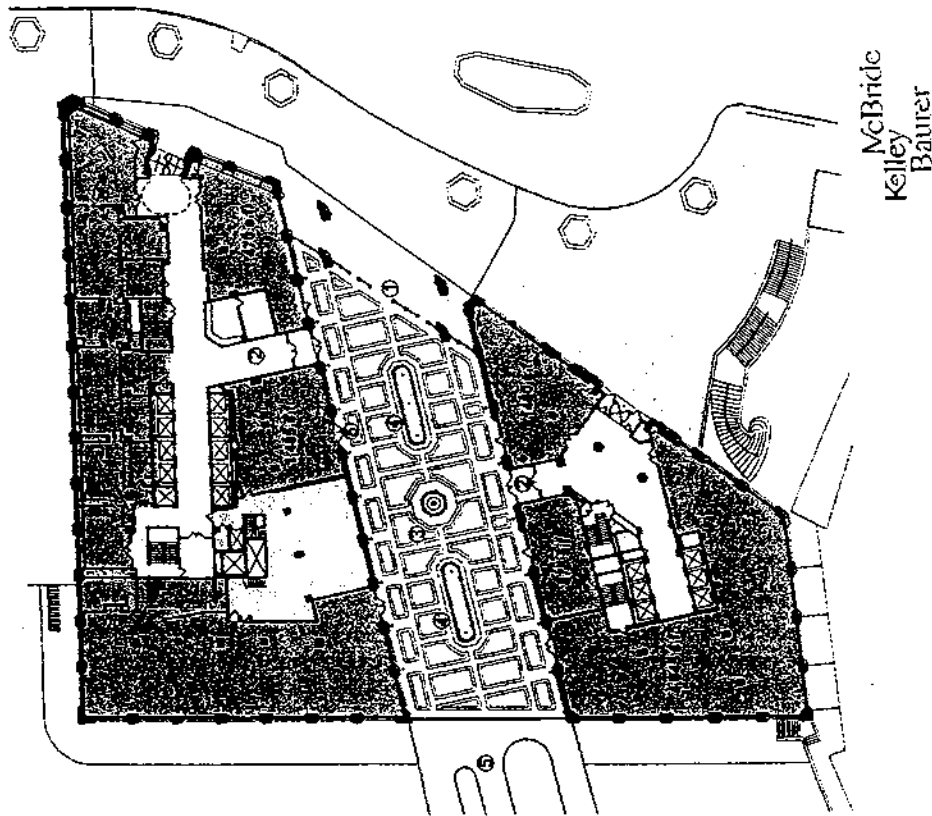
1. New river level connector
2. Fountain
3. Ramps for accessibility
4. Trump Development
5. Drop-off

McBride  
Kelley  
Bauer

Ordinance associated with this drawing printed on  
pages 91587 through 91590 of this *Journal*.

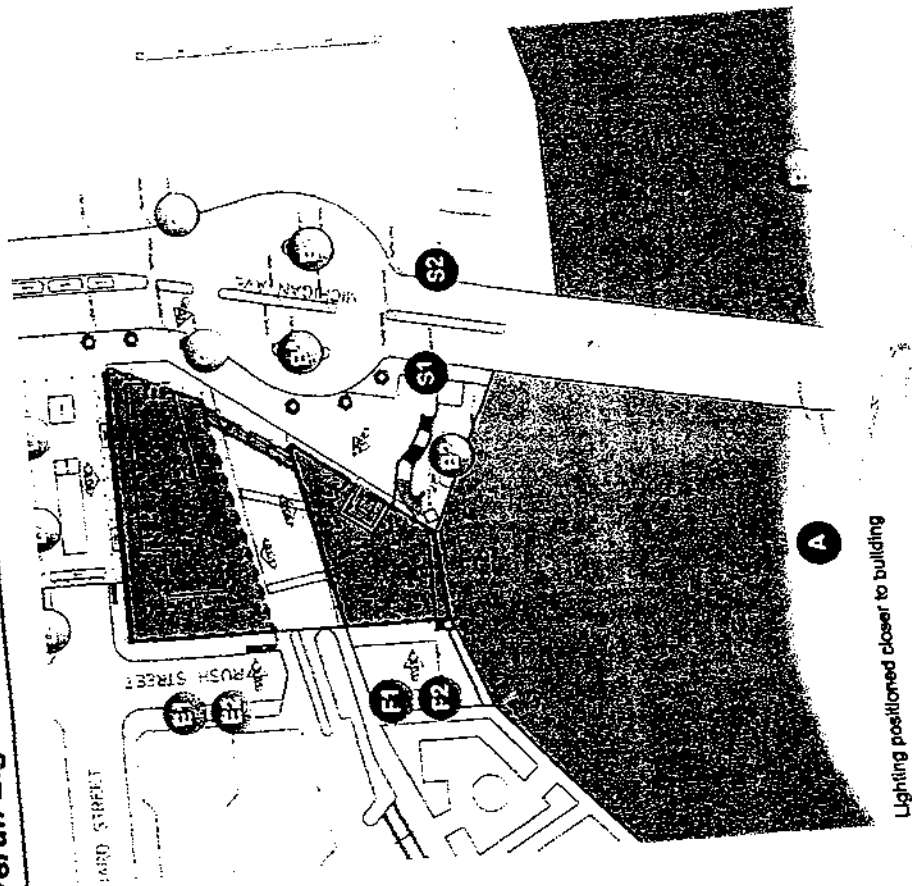
***Plaza Plan - Proposed***

1. Remove connecting  
corridor, vestibules,  
lower level canopy
2. New corridor to plaza
3. Fountain
4. Planters w/ concealed  
floodlights
5. Existing bridge
6. New retail entries



Ordinance associated with this drawing printed on  
pages 91587 through 91590 of this *Journal*.

**Overall Lighting Plan - Proposed**

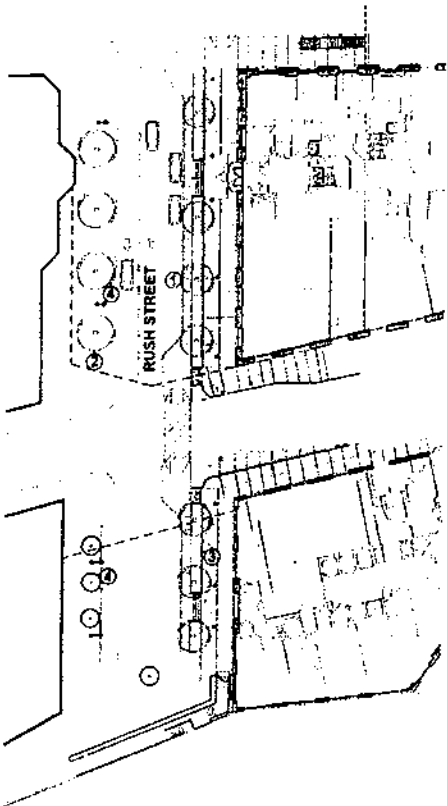


Ordinance associated with this drawing printed on  
pages 91587 through 91590 of this Journal.

### ***Rush Street - Proposed Plan***

*A pedestrian link to the river*

1. Remove on street parking, new drop-off and "bump-outs" at intersections
2. New trees at River Plaza
3. New planter, trees, sidewalks and pedestrian scaled lighting
4. Floodlight/Banner poles



*200 North Dearborn Partnership.*

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

SECTION 1. Permission and authority are hereby given and granted to 200 North Dearborn Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a covered bridge over and across North Dearborn Street at a point approximately twenty-five (25) feet north of the north line of West Lake Street. Said bridge shall connect the two (2) buildings known as 200 North Dearborn Street and 35 West Wacker Drive. Said covered bridge shall not be less than three (3) stories above grade at said location and shall be approximately twelve (12) feet in height, eighty (80) feet in length and thirteen and seven-tenths (13.7) feet in width.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019252 herein granted the sum of Three Thousand Seven and no/100 Dollars (\$3,007.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after July 19, 2002.

[Drawing referred to in this ordinance printed  
on page 91596 of this *Journal*.]

---

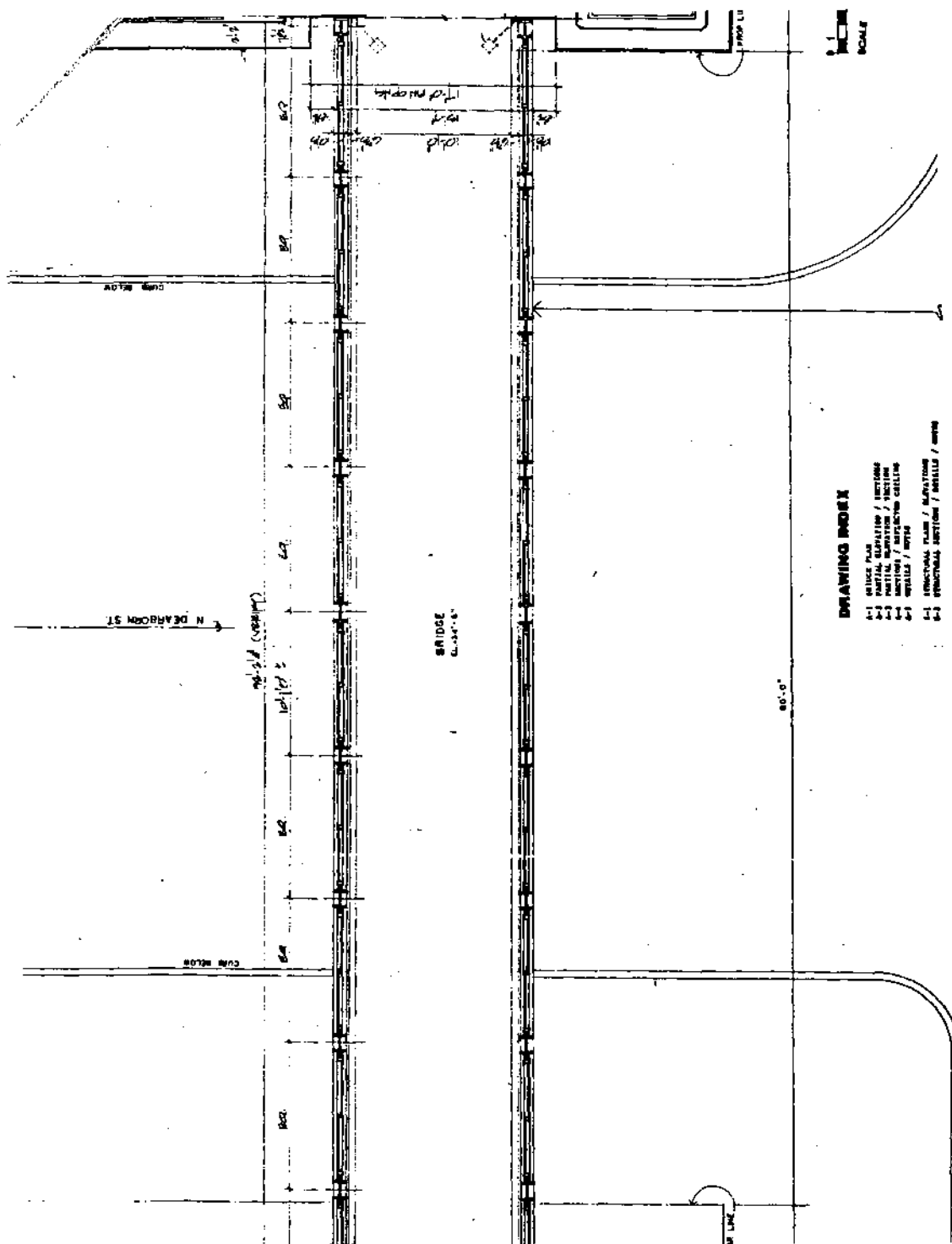
*910 South Michigan Avenue, L.P.*

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

(Continued on page 91597)



Ordinance associated with this drawing printed  
on page 91595 of this *Journal*.



(Continued from page 91595)

SECTION 1. Permission and authority are hereby given and granted to 910 South Michigan Avenue, L.P., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) planter boxes on the public right-of-way for beautification purposes adjacent to its premises known as 910 South Michigan Avenue. Said planter boxes shall each measure five (5) feet in length and five (5) feet in width. Said planter boxes shall be located along East 9<sup>th</sup> Street.

Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

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 Number 1019087 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.

[Drawing referred to in this ordinance printed  
on page 91598 of this *Journal*.]

---

#### AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 91599)



(Continued from page 91597)

CHICAGO, July 24, 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* the proposed orders transmitted herewith (referred July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

*Amalgamated Trust & Saving, Under Trust 4667: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Amalgamated Trust & Saving, under Trust 4667 ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 530 West Diversey Parkway for a period of three (3) years from and after July 19, 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 ten (10) feet in length and eight (8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1019065 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.

---

*CVS Pharmacy: Canopies.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to CVS Pharmacy ("Permittee") to construct, maintain and use eight (8) canopies over the public way attached to the structure located 3033 North Broadway 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 canopies shall not exceed two (2) at fifteen and nine-tenths (15.9) feet in length and three and four-tenths (3.4) feet in width, one (1) at twelve (12) feet in length and three and four-tenths (3.4) feet in width, two (2) at ten and two-tenths (10.2) feet in length and three and four-tenths (3.4) feet in width, two (2) at ten and one-tenth (10.1) feet in length and three and four-tenths (3.4) feet in width and one (1) at twenty-two and eight-tenths (22.8) feet in length and three and four-tenths (3.4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1019001 the sum of Four Hundred and no/ 100 Dollars (\$400.00) 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.

---

*The Fudge Pot: Canopy.*

*Ordered*, That the Director of Revenue is hereby authorized to issue a permit to The Fudge Pot ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1532 North Wells Street for a period of three (3) years from and after July 19, 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-four (24) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1019181 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.

---

*Gaidas-Daimid Funeral Director: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Gaidas-Daimid Funeral Director ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4330 South California Avenue for a period of three (3) years from and after July 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 eleven (11) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1019025 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.

---

*In Care Of Hilton Garden Inn: Canopies.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit in care of Hilton Garden Inn ("Permittee") to construct, maintain and use eight (8) canopies over the public way attached to the structure located at 10 East Grand Avenue for a period of three (3) years from and after July 9, 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 canopies shall not exceed four (4) at nineteen and four-tenths (19.4) feet in length and five (5) feet in width, one (1) at nine (9) feet in length and five (5) feet in width, two (2) at fifteen and six-tenths (15.6) feet in length and five (5) feet in width, one (1) at twenty-two (22) feet in length and five (5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1019269 the sum of Four Hundred and no/100 Dollars (\$400.00) 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.

---

*K.D.K. Vivo Restaurant, Inc.: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to K.D.K. Vivo Restaurant, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 838 West Randolph Street for a period of three (3) years from and after July 13, 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-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 Number 1019179 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.

---

*The L'Oreal Institute For Ethnic Hair  
& Skin Research: Canopy.*

*Ordered*, That the Director of Revenue is hereby authorized to issue a permit to The L'Oreal Institute For Ethnic Hair & Skin Research ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2101 South Wabash Avenue for a period of three (3) years from and after July 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-six (46) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1019175 the sum of Seventy-one and no/100 Dollars (\$71.00) 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.

*Remax Property: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Remax Property ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3511 -- 3513 North Central Avenue 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 four (4) feet in length and forty-five (45) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1019217 the sum of Seventy and no/100 Dollars (\$70.00) 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.

---

*Roditys Restaurant: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Roditys Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 222 South Halsted Street for a period of three (3) years from and after September 9, 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 nine (9) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1019180 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.

---

*Shubert Theatre: Canopy.*

*Ordered*, That the Director of Revenue is hereby authorized to issue a permit to the Shubert Theatre ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 22 West Monroe Street for a period of three (3) years from and after July 16, 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 thirty-four (34) feet in length and thirteen (13) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1019272 the sum of Fifty-nine and no/100 Dollars (\$59.00) 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.

---

*Taqueria El Asadero Number One: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Taqueria El Asadero Number 1 ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2213 West Montrose Avenue for a period of three (3) years from and after June 23, 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 sixteen (16) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1019060 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.

---

*TGI Friday's: Canopies.*

*Ordered*, That the Director of Revenue is hereby authorized to issue a permit to TGI Friday's ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 153 East Erie Street for a period of three (3) years from and after July 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 canopies shall not exceed one (1) at twenty-two (22) feet in length and seven and six-tenths (7.6) feet in width, one (1) at thirteen (13) feet in length and four and six-tenths (4.6) feet in width, one (1) at seventeen (17) feet in length and four and six-tenths (4.6) feet in width and one (1) at twelve (12) feet in length and four and six-tenths (4.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1019270 the sum of Two Hundred and no/100 Dollars (\$200.00) 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.

---

*Tuscany On Clark: Canopy.*

*Ordered*, That the Director of Revenue is hereby authorized to issue a permit to Tuscany On Clark ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3700 North Clark Street for a period of three (3) years from and after July 21, 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 fifty-four (54) feet in length and eight (8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1019020 the sum of Seventy-nine and no/ 100 Dollars (\$79.00) 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.

*330 South Michigan Avenue: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to 330 South Michigan Avenue ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 330 South Michigan Avenue for a period of three (3) years from and after June 9, 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-one (21) feet in length and ten (10) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1019279 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.

---

AUTHORIZATION FOR GRANTS OF PRIVILEGE  
IN PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:



CHICAGO, July 24, 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 transmitted herewith (referred on July 10, 2002) for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes.

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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Cafe Victoria.*

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

SECTION 1. Permission and authority are hereby given and granted to Cafe

Victoria, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3222 -- 3224 West Foster Avenue. Said sidewalk cafe area shall be forty-eight (48) feet in length and eleven and six-tenths (11.6) feet in width for a total of five hundred six and eight-tenths (506.8) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Sawyer Avenue. (Subtracted fifty (50) square feet from total square footage allowing for tree pits). The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:30 P.M.

Compensation: \$300.00/Seating: 48.

This grant of privilege Number 1019183 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

---

*Edison Perk.*

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

SECTION 1. Permission and authority are hereby given and granted to Edison Perk, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 6701 North Olmsted Avenue. Said sidewalk cafe area shall be twenty-three (23) feet in length and six (6) feet in width for a total of one hundred thirty-eight (138) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Oliphant Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 12.

This grant of privilege Number 1019031 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

---

*Father & Son Pizzeria, Ltd.*

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

SECTION 1. Permission and authority are hereby given and granted to Father & Son Pizzeria, Ltd., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2475 North Milwaukee Avenue. Said sidewalk cafe area shall be thirty-five and four-tenths (35.4) feet in length and six (6) feet in width for a total of two hundred twelve and four-tenths (212.4) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Milwaukee Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 10:00 P.M.

Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 12.

This grant of privilege Number 1019080 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

*Fresh Choice.*

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

SECTION 1. Permission and authority are hereby given and granted to Fresh Choice, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3351 North Broadway. Said sidewalk cafe area shall be twenty-seven (27) feet in length and eleven (11) feet in width for a total of two hundred ninety-seven (297) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Roscoe Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 10:00 A.M. to 9:00 P.M.

Friday and Saturday, 9:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 32.

This grant of privilege Number 1019081 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

---

*La Bocca, Ltd.*

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

SECTION 1. Permission and authority are hereby given and granted to La Bocca, Ltd., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4618 North Lincoln Avenue. Said sidewalk cafe area shall be forty-five (45) feet in length and five (5) feet in width for a total of two hundred twenty-five (225) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Saturday, 11:00 A.M. to 11:00 P.M.  
Sunday, 4:00 P.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 20.

This grant of privilege Number 1019174 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

---

*Lincoln Deli & Sub.*

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

SECTION 1. Permission and authority are hereby given and granted to Lincoln Deli & Sub, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3101 North Lincoln Avenue. Said sidewalk cafe area shall be twenty-nine (29) feet in length and five (5) feet in width and for a total of one hundred forty-five (145) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 8:00 A.M. to 10:00 P.M.  
Friday and Saturday, 8:00 A.M. to 11:00 P.M.  
Sunday, 11:00 A.M. to 5:30 P.M.

Compensation: \$300.00/Seating: 24.

This grant of privilege Number 1019026 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

---

*Moonstruck Chocolate Co.*

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

SECTION 1. Permission and authority are hereby given and granted to Moonstruck Chocolate Co., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 320 North Michigan Avenue. Said sidewalk cafe area shall be ten (10) feet in length and six (6) feet in width for a total of sixty (60) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 8:00 P.M.

Saturday, 10:00 A.M. to 10:00 P.M.

Sunday, 12:00 Noon to 6:00 P.M.

Compensation: \$300.00/Seating: 9.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

This grant of privilege Number 1019242 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

*Nola's 32<sup>nd</sup> Ward Seafood House.*

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

SECTION 1. Permission and authority are hereby given and granted to Nola's 32<sup>nd</sup> Ward Seafood House, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1856 West North Avenue. Said sidewalk cafe area shall be forty (40) feet in length and nine (9) feet in width for a total of three hundred sixty (360) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Wolcott Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 5:30 P.M. to 12:00 Midnight  
Saturday and Sunday, 11:30 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 36.

This grant of privilege Number 1019032 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

---

*Picante Taqueria.*

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

SECTION 1. Permission and authority are hereby given and granted to Picante Taqueria, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2016 West Division Street. Said sidewalk cafe shall be sixteen (16) feet in length and fourteen (14) feet in width for a total of two hundred twenty-four (224) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Division Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 12:00 Midnight  
Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 24.

This grant of privilege Number 1019218 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

---

*Ramina Restaurant.*

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

SECTION 1. Permission and authority are hereby given and granted to Ramina Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2544 West Peterson Avenue. Said sidewalk cafe area shall be thirty (30) feet in length and eleven (11) feet in width for a total of three hundred thirty (330) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Peterson Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 40.

This grant of privilege Number 1019041 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.



*Tsunami.*

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

SECTION 1. Permission and authority are hereby given and granted to Tsunami, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1160 North Dearborn Street. Said sidewalk cafe area shall be thirty (30) feet in length and eleven and six-tenths (11.6) feet in width for a total of three hundred forty-eight (348) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 5:00 P.M. to 11:00 P.M.

Saturday and Sunday, 12:00 Noon to 11:00 P.M.

Compensation: \$400.00/Seating: 30.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

This grant of privilege Number 1019240 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

---

*Zoom Kitchen.*

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

SECTION 1. Permission and authority are hereby given and granted to Zoom Kitchen, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 247 South State Street. Said sidewalk cafe area shall be twenty-one (21) feet in length and six (6) feet in width for a total of one hundred twenty-six (126) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along South State Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:00 A.M. to 10:00 P.M.  
Saturday and Sunday, 9:00 A.M. to 10:00 P.M.

Compensation: \$300.00/Seating: 16.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Sidewalk cafe shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

This grant of privilege Number 1019241 for sidewalk cafes shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

---

REPEAL OF PRIOR ORDINANCE AND AUTHORIZATION FOR  
APPROVAL OF PLAT OF 150 NORTH RIVERSIDE  
SUBDIVISION IN AREA GENERALLY BOUNDED  
BY WEST LAKE STREET, WEST RANDOLPH  
STREET SOUTH BRANCH OF CHICAGO  
RIVER AND NORTH CANAL STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 to authorize and direct an approval of the proposed plat of 150 North Riverside Subdivision lying south of the south line of West Lake Street, lying north of the north line of West Randolph Street, lying west and westerly of the west and westerly line of the south branch of the Chicago River and lying east of the east line of the first 18 foot public alley east of North Canal Street. 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 by yeas and nays as follows:

*Yeas*-- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On July 25, 2001 the City Council authorized the approval of the plat of "150 North Riverside Subdivision" in the area bounded by West Lake Street, West Randolph Street, the south branch of the Chicago River and the north/south 18 foot

public alley east of North Canal Street; and

WHEREAS, Certain necessary changes to the internal lot numbering system of the plat of "150 North Riverside Subdivision" must be made; now, therefore,

*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 150 North Riverside Subdivision lying south of the south line of West Lake Street, lying north of the north line of West Randolph Street, lying west and westerly of the west and westerly line of the south branch of the Chicago River and lying east of the east line of the first 18 foot public alley east of North Canal Street as shown on the attached plat, when the necessary certificates are shown on said plat for 150 North Riverside Venture (File Number 9-27-01-2560).

SECTION 2. The ordinance approved by the City Council of the City of Chicago authorizing the approval of a plat of "150 North Riverside Subdivision" passed on July 25, 2001 is hereby repealed.

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

[Plat referred to in this ordinance omitted for printing  
purposed but on file and available for public  
inspection in the Office of the City Clerk.]

---

VACATION OF PORTION OF NORTH WEST WATER STREET  
BETWEEN WEST LAKE STREET AND WEST  
RANDOLPH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 for the vacation of North West Water Street lying between the south line of West Lake Street and the north line of West Randolph Street. 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 by yeas and nays as follows:

*Yeas*-- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 46.

*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 of North West Water Street being a strip of land 75.0 feet wide lying west of the west line of Block "N" in Original Town of Chicago, according to the map thereof recorded August 18, 1855, in book 85 of maps at page 149; lying east of a line 75 feet west of and parallel with the west line of Block "N"; lying south of a line drawn from the northwest corner of Lot 1 in Block "N" aforesaid to the intersection of the north line of Lot 1 in Block 29 in Original Town of Chicago in the south half of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and a line 75 feet west of and parallel with the west line of said Block "N"; and lying north of a line drawn from the southwest corner of Lot 5 in Block "N" aforesaid to the intersection of the south line of Lot 9 in Block 29 aforesaid, and said line 75 feet west of and parallel with the west line of Block "N" aforesaid; said public street herein vacated being further described as all that part of North West Water Street lying between the south line of West Lake Street and the north line of West Randolph 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 City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along that part of North West Water Street as herein vacated, with the right of ingress and egress lying below a horizontal plane sixteen and zero-tenths (16.0) feet above existing grade.

SECTION 3. The 150 North Riverside Venture hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in the entire width of street as herein vacated.

SECTION 4. The vacation herein provided for is further made subject to existing railroad truck ordinance and the 150 North Riverside Venture hereby agrees to accept the terms and conditions of all existing ordinances between the City of Chicago and the railroads occupying that part of North West Water Street herein vacated.

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, 150 North Riverside Venture, 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 West Water Street hereby vacated, the sum of Five Million Dollars (\$5,000,000); if paid within thirty (30) days of the effective date of this ordinance or Five Million One Hundred Thousand Dollars (\$5,100,000) if paid after thirty (30) days from the effective date of this ordinance, which sum in the

judgment of this body will be equal to such benefits.

SECTION 6. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, 150 North Riverside Venture 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 together with an attached consent to the vacation from both 150 North Riverside Venture, as representative of the owner of the property adjoining North West Water Street to the east, and Chicago Union Station Company, as owner of the property adjoining North West Water Street to the west, consenting to the vacation. This vacation ordinance shall be ineffective if the conditions set forth herein are not satisfied within the specified time periods.

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 91627 of this *Journal*.]

---

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED  
BY WEST ADAMS STREET, WEST QUINCY STREET,  
SOUTH HALSTED STREET AND JOHN F.  
KENNEDY EXPRESSWAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 all of

(Continued on page 91628)





(Continued from page 91626)

the north/south 10 foot public alley in the area bounded by West Adams Street, West Quincy Street, as widened, South Halsted Street and the west right-of-way of the John F. Kennedy Expressway. This ordinance was referred to the Committee on December 12, 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 ordinance transmitted with the foregoing committee report was by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, 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 the 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 north/south 10 foot public alley lying west of the line of Lot 2 in Blanchard's Subdivision of Block 3 in School Section Addition to Chicago of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, lying east of the east line of Lots 1 to 8, both inclusive, in subdivision of Lot 1 in Blanchard's Subdivision of Block 3 aforesaid, lying south of a line drawn from the northwest corner of Lot 2 in Blanchard's Subdivision of Block

3 aforesaid to the northeast corner of Lot 1 in subdivision of Lot 1 in Blanchard's Subdivision of Block 3 aforesaid and lying north of a line drawn from the point of intersection of the north line of the south 20 feet of Lot 2 in Blanchard's Subdivision of Block 3 aforesaid with the west line of Lot 2 in Blanchard's Subdivision of Block 3 aforesaid to the point of intersection of the north line of the south 12 feet of Lot 8 in subdivision of Lot 1 in Blanchard's Subdivision of Block 3 aforesaid with the east line of Lot 8 in subdivision of Lot 1 in Blanchard's Subdivision of Block 3 aforesaid (said north line of West Quincy Street, as opened, being the north line of the south 12 feet of Lot 8 in subdivision of Lot 1 in Blanchard's Subdivision of Block 3 aforesaid and also being the north line of the south 20 feet of Lot 2 in Blanchard's Subdivision of Block 3 aforesaid, as established by ordinance approved by the City Council of the City of Chicago, June 2, 1884 and judgment entered by the Superior Court of Cook County, Illinois, on November 3, 1886 in General Number 92250, said Superior Court Proceedings recorded July 5, 1887 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 847455); said public alley herein vacated being further described as all of the north/south 10 foot public alley in the area bounded by West Adams Street, West Quincy Street, as opened, South Halsted Street and the west right-of-way line of the John F. Kennedy Expressway 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 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 Cole Taylor Bank, as successor trustee to Corus Bank, N.A., formerly known as Commercial National Bank, as trustee, Trust Number 1265 and LaSalle National Bank, as trustee, Trust Number 105553 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 public alley hereby vacated the sum of Two Hundred Eighty-seven Thousand Five Hundred and no/100 Dollars (\$287,500.00), which sum in the judgment of this body will be equal to such benefits.

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, the Cole Taylor Bank, as successor trustee to Corus Bank, N.A., formerly known as Commercial National Bank, as trustee, Trust Number 1265 and LaSalle National Bank, as trustee, Trust Number 105553 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 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed  
on page 91630 of this *Journal*.]



VACATION OF PORTION OF PUBLIC ALLEY IN AREA NORTH FROM  
AND BOUNDED BY WEST DIVERSEY PARKWAY, NORTH  
PAULINA STREET AND UNION PACIFIC RAILROAD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 north/south 10 foot public alley running north from the north line of West Diversey Parkway for a distance of 142 feet, more or less, and lying west of an adjoining line 619.85 feet west of the west line of North Paulina Street. This ordinance was referred to the Committee on July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays -- None.*

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, 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 the 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 north/south 10 foot and 8 foot public alley dedicated by ordinance approved by the City Council of the City of Chicago November 28, 2001 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois March 1, 2002 as Document Number 0020239894 and described in said ordinance as "that part of the west quarter (except the east 33.0 feet thereof) of the south half of the south half of the northeast quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the southwest corner of Lot 29 in Paulina Homes Subdivision, a subdivision in the aforesaid west quarter (except the east 33 feet thereof) of the south half of the south half of the northeast quarter of Section 30; thence north 00 degrees, 15 minutes, 05 seconds west along the west line of Lot 29 aforesaid, 124.00 feet to the northwest corner thereof; thence south 90 degrees, 00 minutes, 00 seconds west along the south line of an 18 foot public alley, 2.00 feet to the southwest corner thereof; thence north 00 degrees, 15 minutes, 05 seconds west along the west line of said 18 foot public alley, 18.00 feet to the northwest corner thereof; thence south 90 degrees, 00 minutes, 00 seconds west along the westerly extension of the north line of said 18.00 foot public alley, 8.00 feet; thence south 00 degrees, 15 minutes, 05 seconds east along a line drawn 10.00 feet west of the west line of Lot 29 aforesaid, 142.00 feet to a point of the westerly extension of the south line of said Lot 29; thence north 90 degrees, 00 minutes, 00 seconds east along said westerly extension, 10.00 feet to the point of beginning, in Cook County, Illinois" said public alley herein vacated being further described as a north/south 10 foot and 8 foot public alley running north from the north line of West Diversey Parkway for a distance of 142 feet, more or less, lying west of and adjoining a line 619.85 feet west of the west line of North Paulina Street.

SECTION 2. The City of Chicago hereby reserves that part of the public alley as herein vacated, as a right-of-way for existing city electrical facilities and for the maintenance, renewal and reconstruction of said facilities or the construction of additional municipally-owned electrical facilities. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal and reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison, AT&T Broadband, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy, telephonic, telecommunications and associated services under, over and along those parts of public streets as herein vacated, with the right of ingress and egress.

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, the Chicago Park District shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public streets hereby vacated, the sum of Zero and no/100 Dollars (\$0.00), which sum in the judgement 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, the Chicago Park District 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 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed  
on page 91634 of this *Journal*.]

Ordinance associated with this drawing printed on  
pages 91632 through 91633 of this *Journal*.

# A

Paulina Hornes Subdivision of part of the W. 3/4 (except the E. 33ft. thereof) of the S. 1/2 of the S. 1/2 of N.E. 1/4 Sec. 30.40.14.

Rec. June 29, 2001.

Doc.# 0010578334

"B"

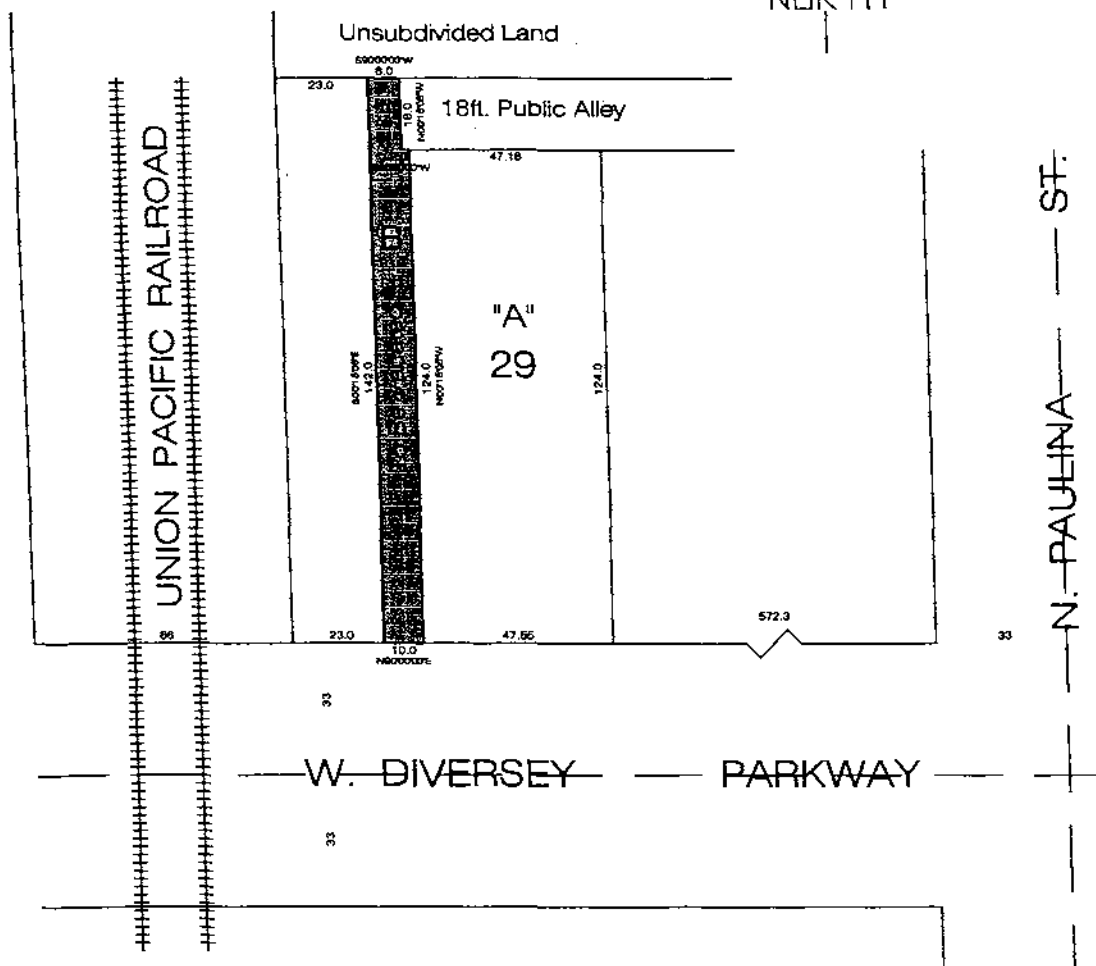
Dedication for Public Alley.

Doc. # 0020239894

Rec. Mar. 1, 2002.

Dr. No. 30-32-02-2653

NORTH



VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED  
BY WEST WOLFRAM STREET, WEST DIVERSEY  
AVENUE, NORTH WESTERN AVENUE  
AND NORTH OAKLEY AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 west 109 feet, more or less, of the east/west 16 foot public alley in the block bounded by West Wolfram Street, West Diversey Avenue, North Western Avenue, as widened, and North Oakley Avenue. This ordinance was referred to the committee on May 29, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.



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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, 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 the public alley 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/west 16 foot public alley lying south of the south line of Lot 23, lying north of the north line of Lots 24 to 28, both inclusive, lying east of the east line of North Western Avenue, as widened, by ordinance approved April 1, 1925 by the City Council of the City of Chicago; judgment rendered through condemnation proceedings in the Superior Court of Cook County, Illinois as Docket Number 419058, said east line of North Western Avenue being described as a line drawn from a point on the south line of Lot 23, said point being 17.0 feet east of the southwest corner of said Lot 23 (as measured along the south line of said Lot 23) to a point on the north line of Lot 24, said point being 17.0 feet east of the northwest corner of said Lot 24 (as measured along the north line of said Lot 24) and lying west of a line drawn from the southeast corner of Lot 23 to the northeast corner of Lot 28 all in Block 8 in Clybourn Avenue Addition to Lake View and Chicago in the northwest quarter of Section 30, Township 40 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 west 108 feet, more or less, of the east/west 16 foot public alley in the block bounded by West Wolfram Street, West Diversey Avenue, North Western Avenue, as widened and North Oakley 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 vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison, Ameritech Illinois and AT&T Broadband, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires, and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electrical energy, telephonic and telecommunications and associated services under, over and along part of public alley as herein vacated, with the right of ingress and egress.

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 the Dearborn Land Investment, 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 part of public alley hereby vacated the sum of One Hundred Ninety-nine Thousand and no/100 Dollars (\$199,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred eighty (180) days after the passage of this ordinance, 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 in North Western Avenue, as widened, between West Wolfram Street and West Diversey Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

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, the Dearborn Land Investment, 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.

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 91638 of this *Journal*.]

---

AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC  
PORTIONS OF VARIOUS PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 91639)

Ordinance associated with this drawing printed on  
pages 91636 through 91637 of this *Journal*.

"A"

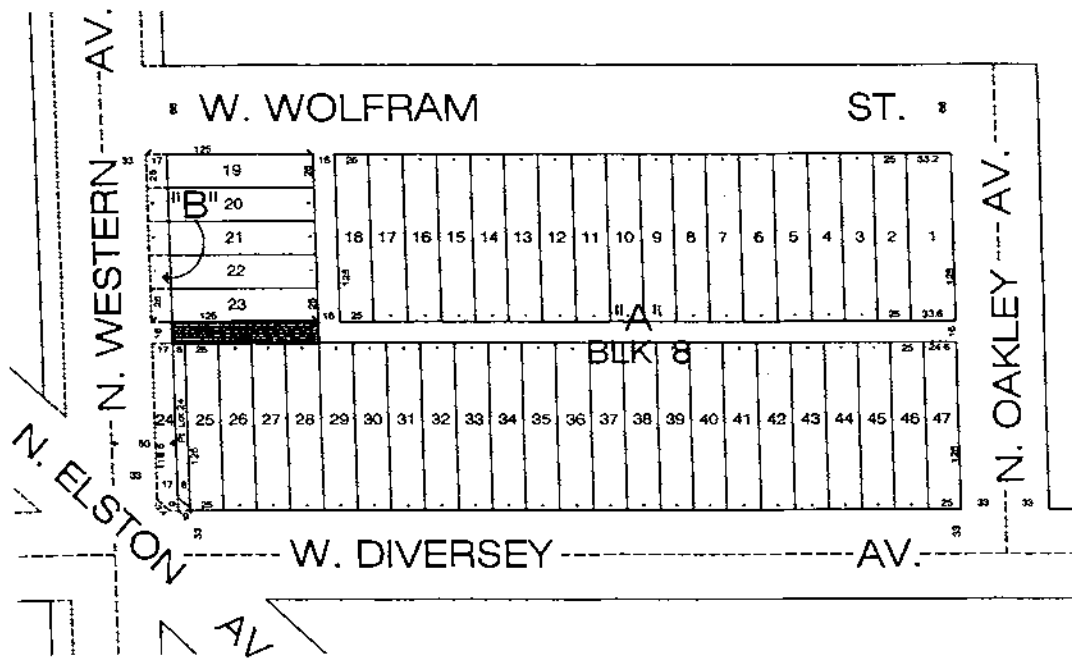
Clybourn Avenue Addition to Lake View and Chicago in the N.W. 1/4 Section 30-40-14.

"B"

Ordinance for widening N. Western Av. between Lawrence Av. and W. Madison St. and for widening S. Western Av. between W. Madison St. and W. 31st St. Passed Dec. 1, 1919. Ordinance for widening N. Western Av. from Belmont Av. to Fullerton Av. Passed April 1, 1925. Hereby repealing all conflicting ordinances. Final order of possession entered of record in Superior Court of Cook County, Illinois, Sept. 28, 1931 as Docket No. 418058, Warrant No. 51909.

DR. NO. 30-26-01-2590

NORTH



(Continued from page 91637)

CHICAGO, July 24, 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* ordinances authorizing and directing the Commissioner of Transportation to close various public ways to vehicular traffic. These ordinances were referred to the Committee on July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Portion Of West Columbus Avenue.*

WHEREAS, It is necessary to provide park and ride facilities for patrons of Metra's Wrightwood Station, which shall improve on-street parking and circulation in the neighborhood and benefit 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 portion of West Columbus Avenue as depicted on the drawing attached as Exhibit "A".

SECTION 2. This ordinance shall take effect upon its passage and publication.

[Exhibit "A" referred to in this ordinance printed  
on page 91641 of this *Journal*.]

---

*Portion Of South Harding Avenue.*

WHEREAS, It is necessary to improve the station facilities of the Chicago Fire Department with the construction of a new Engine 38 building, which shall improve response to emergency situations which benefits the community; now, therefore,

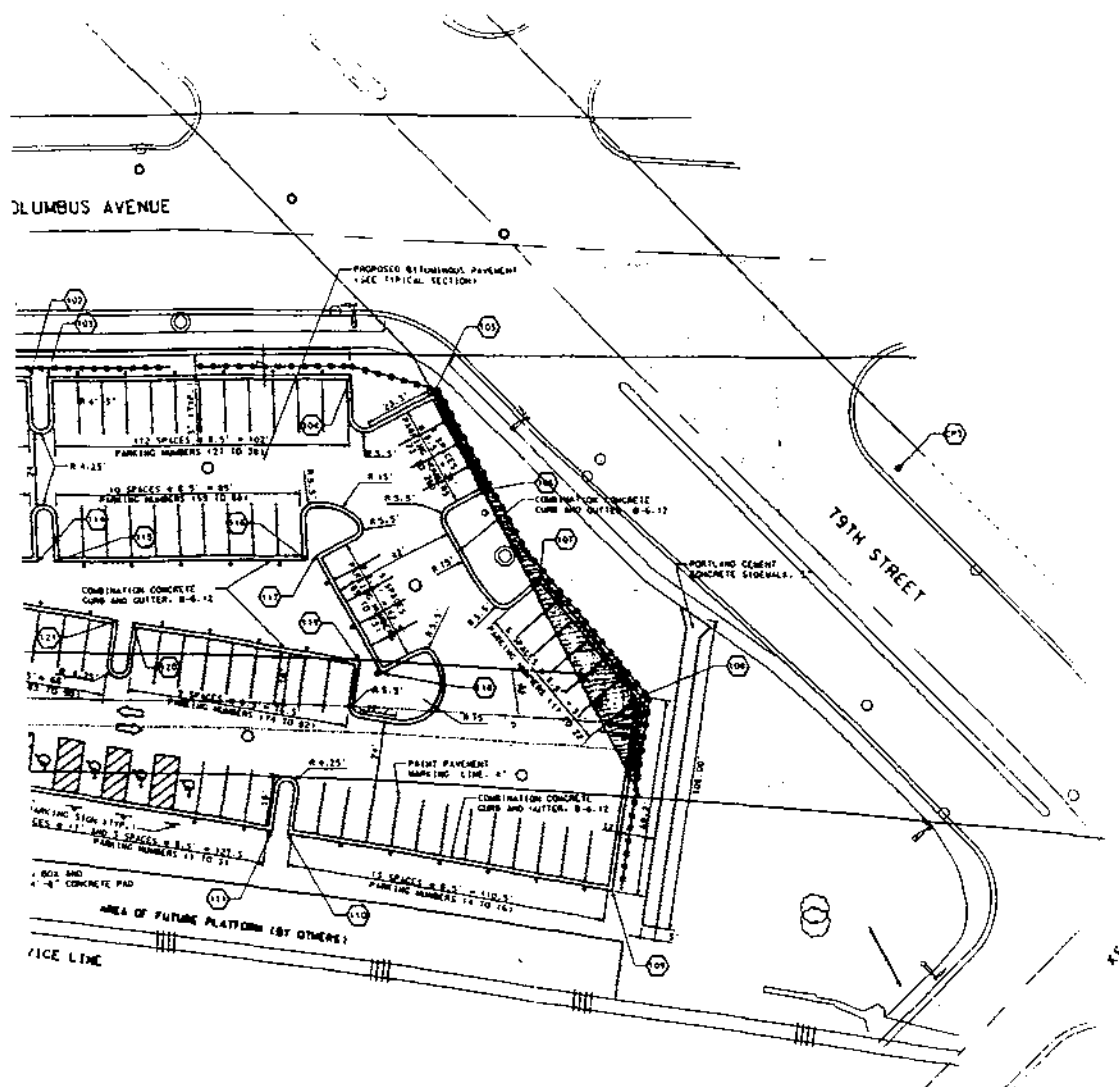
*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to close to vehicular traffic a section of South Harding Avenue from West 16<sup>th</sup> Street and proceeding south to the north line of the first east/west alley.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Exhibit "A".

Map Of Portion Of West Columbus Avenue  
Closed To Vehicular Traffic.



*Portion Of South Hermitage Avenue.*

WHEREAS, The Chicago Public Library desires to create a landscaped reading garden for the new West Englewood Branch Library; and

WHEREAS, A section of South Hermitage Avenue will be required to create the reading garden; 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 section of South Hermitage Avenue from West 63<sup>rd</sup> Street and proceeding south to the north line of the first east/west alley.

SECTION 2. This ordinance shall take effect upon its passage and publication.

---

*Portions Of South Sawyer Avenue  
And South Christiana Avenue.*

WHEREAS, It is necessary to construct a new 10<sup>th</sup> District Station for the Chicago Police Department which will improve their ability to respond to emergency situations which will benefit the community and the city; 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 section of South Sawyer Avenue from South Ogden Avenue and proceeding south to the north line of the first east/west alley next south of and parallel to West Ogden Avenue; and a section of South Christiana Avenue from South Ogden Avenue and proceeding south to the first east/west alley south of and parallel to South Ogden Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

*Portion Of Public Alley Southeast Of West Columbus  
Avenue And South Of West 79<sup>th</sup> Street.*

WHEREAS, It is necessary to provide park and ride facilities for patrons of Metra's Wrightwood Station which shall improve on-street parking and circulation in the neighborhood and benefit 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 portion of the first sixteen (16) foot public alleyway located southeast of and parallel to West Columbus Avenue beginning at a point south of the south curb line of West 79<sup>th</sup> Street and proceeding south for a distance of 212 feet.

SECTION 2. This ordinance shall take effect upon its passage and publication.

—

*Portion Of Public Alley In Vicinity Of West Ogden  
Avenue And South Spaulding Avenue.*

WHEREAS, It is necessary to construct a new station facility for the Chicago Police Department which will improve their ability to respond to emergency situations which shall benefit the community and the city; 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 the alley segment as described below:

the alley next southeast of and parallel to West Ogden Avenue; the line of the alley next east of and parallel to South Spaulding Avenue; and the line of the alley next west of and parallel to South Spaulding Avenue.

SECTION 2. This ordinance shall take effect upon its passage and due publication.



*Portions Of East/West Public Alley In Vicinity Of  
West 63<sup>rd</sup> Street And South Halsted Parkway.*

WHEREAS, It is desirous to create an open public space and that the open space shall be used for the Englewood Senior Satellite Center which is a benefit of 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 section of the first east/west alley next south of and parallel to West 63<sup>rd</sup> Street from South Halsted Parkway and proceeding east for a distance of 226 feet.

SECTION 2. This ordinance shall take effect upon its passage and publication.

---

AUTHORIZATION FOR ESTABLISHMENT OF TAXICAB  
STANDS AT VARIOUS LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 two ordinances authorizing and directing the Commissioner of Transportation to establish Taxicab Stand Number 780 on North Orleans Street (west side) from West Kinzie Street to a point 115 feet south to a point 100 feet south thereof for five (5) vehicles and Taxicab Stand Number 781 on North Wabash Avenue (west side) from East Chestnut Street to a point 120 feet north thereof for six (6) vehicles. These ordinances were referred to the Committee on July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Portion Of North Orleans Street.*  
(Taxicab Stand Number 780)

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

SECTION 1. That the Commissioner of the Department of Transportation is hereby authorized and directed to cause the establishment of Taxicab Stand Number 780 for five (5) cabs on North Orleans Street (west side) from West Kinzie Street to a point one hundred fifteen (115) feet south to a point one hundred (100) feet south thereof.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Portion Of North Wabash Avenue.  
(Taxicab Stand Number 781)*

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

SECTION 1. That the Commissioner of the Department of Transportation is hereby authorized and directed to cause the establishment of Taxicab Stand Number 781 for six (6) cabs on North Wabash Avenue (west side) from East Chestnut Street to a point one hundred twenty (120) feet north thereof.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
TAXICAB STAND NUMBER 777 ON PORTION  
OF LOCAL NORTH LAKE SHORE DRIVE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 on October 31, 2001 and printed upon page 71547 of the *Journal of the Proceedings of the City Council* by deleting Cab Stand Number "777" and inserting in its place Cab Stand Number "779". This ordinance was referred to the Committee on July 24, 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 forgoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Amend an ordinance heretofore passed by the City of Chicago City Council on October 31, 2001 (*Journal of the Proceedings of the City Council*, page 71547) which established Taxicab Stand Number 777, for four (4) cabs on local North Lake Shore Drive (west side) from a point thirty (30) feet south of East Ontario Street, to a point ninety (90) feet south thereof by striking: "Cab Stand Number 777" and inserting in lieu thereof: "Cab Stand Number 779".

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS  
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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* the proposed ordinance and order transmitted herewith (referred July 10, 2002) authorizing and directing the Commissioner of Transportation to construct cul-de-sacs at various locations.

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 and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

Said ordinance and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance and order):

*West 46<sup>th</sup> Street At South Hermitage Avenue.*

*Ordered*, That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at South Hermitage Avenue on West 46<sup>th</sup> Street.

*West 70<sup>th</sup> Place At South Pulaski Road.*

*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 construct a cul-de-sac at the following location:

on West 70<sup>th</sup> Place (first alley east of South Pulaski Road), approximately 125 feet east of South Pulaski Road.

SECTION 2. This ordinance shall take effect upon its passage and publication.

---

CONSIDERATION FOR INSTALLATION OF CUL-DE-SAC ON NORTH  
OTTAWA AVENUE AT NORTH OZANAM AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 construct a cul-de-sac at the intersection of North Ottawa Avenue and North Ozanam Avenue. This ordinance was referred to the Committee on July 10, 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 order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a "cul-de-sac" on North Ottawa Avenue at the intersection of North Ozanam Avenue.

---

AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC CIRCLE  
AT SOUTH JUSTINE STREET AND WEST 60<sup>TH</sup> STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 construct a traffic circle at South Justine Street and West 60<sup>th</sup> Street. This ordinance was referred to the Committee on July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle at the following location:

South Justine Street and West 60<sup>th</sup> Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.



CONSIDERATION FOR IMPROVEMENT OF WORKS PROJECT  
ADMINISTRATION STREET, WITHOUT PETITION, ON  
PORTIONS OF WEST GEORGE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 give consideration to the improvement of a Works Project Administration street, without a petition, on West George Street, from North Parkside Avenue to North Major Avenue, North Major Avenue to North Mango Avenue, North Mango Avenue to North Menard Avenue, North Menard Avenue to North Monitor Avenue, North Monitor Avenue to North Marmora Avenue, North Marmora Avenue to North Mason Avenue and North Mason Avenue to North Austin Avenue. This ordinance was referred to the Committee on July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays -- None.*

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

The following is said ordinance as passed:

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

SECTION 1. Be it hereby ordered that the Commissioner of Transportation is authorized and directed to give consideration to the improvement of a Works Project Administration street, without a petition, on West George Street, from North Parkside Avenue to North Major Avenue, North Major Avenue to North Mango Avenue, North Mango Avenue to North Menard Avenue, Menard Avenue to North Monitor Avenue, North Monitor Avenue to North Marmora Avenue, North Marmora Avenue to North Mason Avenue and North Mason Avenue to North Austin Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

---

CONSIDERATION FOR INSTALLATION OF GUARDRAILS  
AT 4314 WEST HENDERSON STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 give consideration to the installation of guardrails at 4314 West Henderson Street. This ordinance was referred to the Committee on July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Be it hereby ordered that the Commissioner of Transportation is authorized and directed to give consideration to install guardrails at 4314 West Henderson Street.

SECTION 2. This ordinance shall take effect upon its passage and due 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, July 24, 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 July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

*Mr. Dennis Harris/Audio Electric Design.*

*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 Dennis Harris/Audio Electric Design of 452 North Halsted Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 452 North Halsted Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Berteau-Lowell Plating Works.*

*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 Berteau-Lowell Plating Works of 2300 -- 2320 West Fullerton Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2300 -- 2320 West Fullerton Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*The Best Wheels, 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 The Best Wheels, Inc. of 5802 West Fullerton Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5802 West Fullerton Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Chicago Housing Authority/Henry Horner Homes.*  
(140 -- 142 North Hermitage 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 Chicago Housing Authority/Henry Horner Homes of 140 -- 142 North Hermitage Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 140 -- 142 North Hermitage Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Chicago Housing Authority/Henry Horner Homes.*  
(146 -- 148 North Hermitage 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 Chicago Housing Authority/Henry Horner Homes of 146 -- 148 North Hermitage Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 146 -- 148 North Hermitage Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Chicago Housing Authority/Henry Horner Homes.*  
(1738 -- 1742 West Maypole 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 Chicago Housing Authority/Henry Horner Homes of 1738 -- 1742 West Maypole Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1738 -- 1742 West Maypole Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Chicago Housing Authority/Henry Horner Homes.*  
(147 North Wood 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 Chicago Housing Authority/Henry Horner Homes of 147 North Wood Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 147 North Wood Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Chicago Housing Authority/Henry Horner Homes.*  
(155 North Wood 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 Chicago Housing Authority/Henry Horner Homes of 155 North Wood Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 155 North Wood Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

—

*Chicago Housing Authority/Henry Horner Homes.*  
(161 North Wood 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 Chicago Housing Authority/Henry Horner Homes of 161 North Wood Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 161 North Wood Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

—

*Chicago Public Schools.*

*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



Chicago Public Schools, 5335 South Kenwood Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5335 South Kenwood Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Church's Chicken.*

*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 Church's Chicken at 431 North Austin Boulevard from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 431 North Austin Boulevard.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Daniel's Hand Car Wash.*

*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 Daniel's Hand Car Wash of 2150 South Trumbull Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2150 South Trumbull Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Oscar DePriest Elementary 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 Commissioner of Transportation is hereby authorized and directed to exempt Oscar DePriest Elementary School of Chicago Public Schools from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 139 South Parkside Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Dickens Court Condominium Association.*

*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 Dickens Court Condominium Association, 747 -- 757 West Dickens Avenue and 2009 -- 2053 North Halsted Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 747 -- 757 West Dickens Avenue and 2009 -- 2053 North Halsted Street.

SECTION 2. This ordinance shall take effect its passage and publication.

---

*Won C. Pyo/DNS USA, 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 the Department of Revenue is hereby authorized and directed to exempt Won C. Pyo/DNS USA, Inc. of 5700 North Western Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress

to parking facilities for 5700 North Western Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Havens Towers Senior 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 Chicago, the Director of Revenue is hereby authorized and directed to exempt Havens Towers Senior Building of 7947 South South Chicago Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 7947 South South Chicago Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Interactive Design, Inc. For Chicago Board Of Education/  
William C. Goudy Elementary 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 Interactive Design, Inc. of 308 West Erie Street for the Chicago Board of Education/William C. Goudy Elementary School of 5120 North Winthrop Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5120 North Winthrop Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Holy Trinity Cathedral.*

*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 Holy Trinity Cathedral of 1121 North Leavitt Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2149 West Haddon Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Jesus Christ Holy Missionary Baptist 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 Commissioner of Transportation is hereby authorized and directed to exempt Jesus Christ Holy Missionary Baptist Church of 4104 West Grenshaw Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4104 West Grenshaw Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Lawrence Hall Youth Services.*

*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 directed to exempt Lawrence Hall Youth Services from the provisions requiring physical barriers as a prerequisite to prohibit alley ingress to and egress from parking facilities at 4833 North Francisco

Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

---

*L.E.A.R.N. Charter 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 Commissioner of Transportation is hereby authorized and directed to exempt L.E.A.R.N. Charter School of 1132 South Homan Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1132 South Homan Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Felipe And Angelina Macias/LM Auto Painting.*

*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 Felipe and Angelina Macias, LM Auto Painting at 2418 South Kedzie Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 2418 South Kedzie Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*The Longwood Professional Building Limited Partnership.*

*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 Longwood Professional Building Limited Partnership, 1981 -- 1987 West 111<sup>th</sup> 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.

---

*Lasarde Nodarse.*

*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 Lasarde Nodarse from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 3541 -- 3549 North Elston Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Mr. Ed Owens/Seto Refrigeration.*

*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 Ed Owens/Seto Refrigeration of 3134 West Chicago Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3134 West Chicago Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Mr. Louis Reeves.*

*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 Louis Reeves from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1854 -- 1858 West 69<sup>th</sup> Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Roosevelt Towers Limited Partnership.*

*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 Roosevelt Towers Limited Partnership of 3440 West Roosevelt Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3440 West Roosevelt Road.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Mr. Stanley Boduch/T&B Ventures.*  
(1500 West Grand 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 Stanley Boduch of T&B Ventures, 923 North Ashland Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1500 West Grand Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Mr. Stanley Boduch/T&B Ventures.*  
(1506 West Grand 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 Stanley Boduch of T&B Ventures, 923 North Ashland Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1506 West Grand Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Mr. Stanley Boduch/T&B Ventures.*  
(1510 West Grand 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 Stanley Boduch of T&B Ventures, 923 North Ashland Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1510 West Grand Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Mr. Stanley Boduch/T&B Ventures.*  
(1516 West Grand 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 Stanley Boduch of T&B Ventures, 923 North Ashland Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1516 West Grand Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Mr. Sam Talarico.*

*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 Sam Talarico, the owner of 3537 West North Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 3537 West North Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Teranova Properties.*

*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 Teranova Properties, 1136 West Pratt Boulevard, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1140 -- 1142 West Morse Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Mr. Patrick O'Sullivan/Trinity Development.*

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

SECTION 1. Pursuant to the Municipal Code Section 10-20-430 (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt Mr. Patrick O'Sullivan, representative of Trinity Development, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4635 -- 4637 North Malden Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*United Tire.*

*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 United Tire at 8146 South Cottage Grove Avenue from the provisions requiring barriers as a

prerequisite to prohibit alley ingress and egress to parking facilities for 8146 South Cottage Grove Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Mr. Bogdan Klek And Ms. Joanna Olseyska/Zon, 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 Bogdan Klek and Joanna Olseyska/Zon, Inc. of 6117 -- 6121 South Greenwood Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6117 -- 6121 South Greenwood Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*79<sup>th</sup> Street Fast Food 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 79<sup>th</sup> Street Fast Food Restaurant of 7901 South South Chicago Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 7901 South South Chicago Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*1538 W. Chase, 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 1538 W. Chase, L.L.C., 3601 West Devon Avenue, Suite 9, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1538 West Chase Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

STANDARDIZATION OF PORTION OF WEST 22<sup>ND</sup> PLACE  
AS "CONFUCIUS PLACE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 West 22<sup>nd</sup> Place from South Wentworth Avenue to South Princeton Avenue as "Confucius Place". This ordinance was referred to the Committee on July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to 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 to standardize West 22<sup>nd</sup> Place from South Wentworth Avenue to South Princeton Avenue as "Confucius Place".

SECTION 2. This ordinance shall take effect and be in force upon its passage and due publication.

---

STANDARDIZATION OF CORNERS OF EAST WASHINGTON STREET  
AT NORTH STATE STREET AND NORTH WABASH AVENUE  
AS "MARSHALL FIELD'S WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 northeast corner of North State Street and East Washington Street, the southeast corner of North State Street and East Washington Street, the northwest corner of East Washington Street and North Wabash Avenue, and the southwest corner of East Washington Street and North Wabash Avenue as "Marshall Field's Way". This ordinance was referred to the Committee on July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third (3<sup>rd</sup>) 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 the northeast corner of North State Street and East Washington Street, the southeast corner of North State Street and East Washington Street, the northwest corner of East Washington Street and

South Wabash Avenue, and the southwest corner of East Washington Street and North Wabash Avenue as "Marshall Field's Way".

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

---

STANDARDIZATION OF PORTION OF WEST MONROE STREET  
AS "ITALIAN VILLAGE RESTAURANT WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 West Monroe Street between South Clark Street and South Dearborn Street as "Italian Villiage Restaurant Way". This ordinance was referred to the Committee on July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third (3<sup>rd</sup>) 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 West Monroe Street between South Clark Street and South Dearborn Street as "Italian Village Restaurant Way".

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

---

STANDARDIZATION OF PORTION OF NORTH MICHIGAN  
AVENUE AS "ANN 'EPPIE' LANDERS WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 Michigan Avenue and East Illinois Street to East North Water Street as "Ann 'Eppie' Landers Way". This ordinance was referred to the Committee on July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third (3<sup>rd</sup>) 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 Michigan Avenue from and East Illinois Street to East North Water Street as "Ann 'Eppie' Landers Way".

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

STANDARDIZATION OF CORNERS OF NORTH MC CLURG  
COURT AND EAST NORTH WATER STREET AS  
"PAUL A. LIGON WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 southwest and northwest corners of North McClurg Court and East North Water Street as "Paul A. Ligon Way". This ordinance was referred to the Committee on July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third (3<sup>rd</sup>) 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 the southwest and northwest corners of North McClurg Court and the northwest corner of East North Water Street as "Paul A. Ligon Way".

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

---

STANDARDIZATION OF PUBLIC WAY IMMEDIATELY WEST  
OF NORTH LARRABEE STREET AND WEST ERIE  
STREET AS "LENZI PLACE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 west of the intersection of North Larrabee Street and West Erie Street (where the curb is recessed) as "Lenzi Place". This ordinance was referred to the Committee on July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third (3<sup>rd</sup>) 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 just west of the intersection of North Larrabee Street and West Erie Street (where the curb is recessed) as "Lenzi Place".

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

STANDARDIZATION OF 1600 BLOCK OF WEST BARRY  
AVENUE AS "BARBARA TREMMELL WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 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 1600 block of West Barry Avenue as "Barbara Tremmell Way". This ordinance was referred to the Committee on July 10, 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance heretofore passed by the City Council which authorized the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of the 1600 block of West Barry Avenue as "Barbara Tremmell Way".

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

**COMMITTEE ON ZONING.**

---

AMENDMENT OF TITLE 17, CHAPTER 7.3-6 OF MUNICIPAL CODE  
OF CHICAGO (CHICAGO ZONING ORDINANCE) BY FURTHER  
REGULATION OF PERMITTED USES WITHIN R6  
GENERAL RESIDENCE DISTRICTS.

The Committee on Zoning submitted the following report:

CHICAGO, July 31, 2002.

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

Reporting for your Committee on Zoning, for which a meeting was held on July 23, 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 eight ordinances which were corrected and amended in their amended form. They are Application Numbers 13665, 13738, 13687, A-4939, 13636, 13576, 13581 and 13559.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 13685, 13692, 13691 and 13694 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Please let the record also reflect that Alderman Tom Allen has abstained from voting on Application Number 13707 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 13685, 13692, 13691 and 13694 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure and Alderman Tom Allen abstains from voting on Application Number 13707 utilizing the same provision 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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 Municipal Code of the City of Chicago Chapter 7.3-6 be and the same is hereby amended by deleting fully the language in brackets and by adding the language in italics, as follows:

7.3-6 Permitted Uses -- R6 General Residence District.

(1) Any use permitted in the R4 District and Townhouses.

(2) Restaurants, which may sell liquor in conjunction therewith; cocktail lounges; dress shops; gift shops; haberdasheries; valet shops; beauty shops; barber shops; drug stores and retail food shops, which may sell package liquor. The foregoing uses [which shall be accessible to the public only through an entrance which does not have access directly to a public way or street, but is accessible through the main lobby only] may be established in a multiple [apartment] *Residential* building containing 50 or more dwelling units principally for the convenience and use of residents of such buildings provided that no advertising or display [or identification] signs are visible from the building.

(3) Professional offices and offices of Banks and [Thrift] *Financial* Institutions *Real Estate Sales and Managerial Offices* not exceeding 3,000 square feet in area. The foregoing uses [which shall be accessible to the public and through an entrance which does not have access to the public or street but is accessible through the main lobby only] may be established in a multiple [apartments] *Residential* building containing 250 or more dwelling units principally for the convenience and use of residents of such buildings provided that no advertising or display [or identification] signs are visible from outside the building.

SECTION 2. This ordinance shall take effect from and after the date of its passage.

---

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO  
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION  
OF AREAS SHOWN ON MAP NUMBERS  
3-G, 5-I, 7-G AND 13-I.

The Committee on Zoning submitted the following report:

CHICAGO, July 31, 2002.

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



Reporting for your Committee on Zoning, for which a meeting was held on July 23, 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 eight ordinances which were corrected and amended in their amended form. They are Application Numbers 13665, 13738, 13687, A-4939, 13636, 13576, 13581 and 13559.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 13685, 13692, 13691 and 13694 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Please let the record also reflect that Alderman Tom Allen has abstained from voting on Application Number 13707 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 13685, 13692, 13691 and 13694 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure and Alderman Tom Allen abstains from voting on Application Number 13707 utilizing the same provision 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*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 3-G.*  
(Application Number 13685)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map Number 3-G in the area bounded by:

West Division Street; a line 58 feet east of and parallel to North Ashland Avenue; the public alley next south of and parallel to West Division Street; the vacated public alley next east of and parallel to North Ashland Avenue (and a line 108 feet east of and parallel to North Ashland Avenue); a line 27 feet south of and parallel to the public alley next south of and parallel to West Division Street; and North Ashland Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map Number 5-I.*  
(Application Number 13694)

*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 5-I in the area bounded by:

a line 175 feet south of and parallel to West Armitage Avenue; the public alley

next east of and parallel to North Whipple Street; a line 200 feet south of and parallel to West Armitage Avenue; and the public alley next west of and parallel to North Whipple Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map Number 7-G.*  
(Application Number 13692)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 7-G in the area bounded by:

West Belmont Avenue; North Lakewood Avenue; the public alley next south of and parallel to West Belmont Avenue; a line 152.55 feet west of and almost parallel to North Lakewood Avenue [as measured along the north line of the public alley next south of and parallel to West Belmont Avenue or 180.50 feet west of and almost parallel to North Lakewood Avenue (as measured along the south line of West Belmont Avenue)],

to those of a B1-2 Local 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 13-I.*  
(Application Number 13691)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Restricted Commercial District symbols and indications as shown on Map Number 13-I in the area bounded by:

a line 251 feet north of and parallel to West Lawrence Avenue; a line 48.98 feet east of and parallel to North Sacramento Avenue; a line 123.28 feet north of and parallel to West Lawrence Avenue; a line 50 feet east of and parallel to North Sacramento Avenue; West Lawrence Avenue; and North Sacramento Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.

---

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO  
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION  
OF AREAS SHOWN ON MAP NUMBERS  
1-F, AND 1-G, 4-E AND 9-I.

The Committee on Zoning submitted the following report:

CHICAGO, July 31, 2002.

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

Reporting for your Committee on Zoning, for which a meeting was held on July 23, 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 eight ordinances which were corrected and amended in their amended form. They are Application Numbers 13665, 13738, 13687, A-4939, 13636, 13576, 13581 and 13559.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 13685, 13692, 13691 and 13694 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Please let the record also reflect that Alderman Tom Allen has abstained from voting on Application Number 13707 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 13685, 13692, 13691 and 13694 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure and Alderman Tom Allen abstains from voting on Application Number 13707 utilizing the same provision 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 46.

*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 these ordinances in previous and unrelated matters.

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-F And 1-G.*  
(As Amended)  
(Application Number 13576)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential-Commercial Planned Development 643 and C3-5 Commercial-Manufacturing District symbols and indications as shown on Map Numbers 1-F and 1-G in the area bounded by:

a line 137.04 feet south of West Kinzie Street; North Halsted Street; the north line of 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 the 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,

to those of Residential-Commercial Planned Development Number 654, as amended, which is hereby established in the area described above and subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 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-Commercial Planned Development Number 643, As Amended.*

*Plan Of Development Statements.*

1. The area delineated herein as Residential-Commercial Planned Development Number 643, as amended (the "Planned Development") consists of approximately two hundred twenty-three thousand two hundred fifty-eight (223,258) square feet (five and thirteen hundredths (5.13) acres) (net site area) of property which is depicted on the attached Planned Development Boundary, Property Line and Right-of-Way Adjustment Map (the "Property") and is owned or controlled by 740 Fulton, L.L.C. (the "Applicant"), CMC Heartland Partners, Kinzie Station Condominium Association, R.T.A./Metra and Chicago Self Storage II, L.L.C.
2. The Applicant shall obtain all necessary official reviews, approvals or permits. Any dedication or vacation of streets, alleys or easements or any adjustment 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 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) is made or authorized by the Applicant or any homeowner's association or similar property owner's association which is formed to succeed the Applicant.
4. This Plan of Development consists of seventeen (17) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary, Property Line and Right-of-Way Adjustment Map all prepared by Fitzgerald Associates Architects, dated July 18, 2002; a Site Plan for Subareas A -- D prepared by Pappageorge Haymes, Ltd. and dated January 25, 2001; a Site Plan, Landscape Plan and Building Elevations for Subarea E prepared by

Timothy Morgan and Associates and dated January 25, 2001; a Landscape Plan for Subareas A -- D prepared by Pappageorge Haymes, Ltd. and dated January 25, 2001; and Building Elevations for Subareas A -- D prepared by Pappageorge Haymes, Ltd. and dated January 25, 2001; a Site/Landscape Plan for Subarea D and Building Elevations for Subarea D prepared by Fitzgerald Associates Architects, dated July 18, 2002. 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 Property within the Planned Development is divided into five (5) lettered Subareas (A -- E) as indicated on the Subarea Boundary Map. Subject to the Bulk Regulations and Data Table, the following uses are permitted on the Property under this Planned Development:

Any portion of the Property may be utilized on an interim basis for construction staging, the storage of construction materials and non-accessory parking for the various phases of development of the Property.

Subarea A: Townhouses and multi-family residential units and accessory uses.

Subarea B: Multi-family residential units and accessory uses. In addition, all permitted uses in the B4-5 Restricted Service District and ground floor residential uses shall be allowed; provided, however, that non-residential uses shall be limited to levels one (1) through four (4) above the West Wayman Street and North Desplaines Street levels, or the top floor of any high-rise structure.

Subarea C: Public park and related uses.

Subarea D: Multi-family residential units (including, ground floor residential uses) and accessory uses; accessory parking; off-site accessory parking; non-accessory parking; and related uses. Further, all uses permitted in the M2-4 District shall be permitted in that portion of Subarea D currently used as a railroad right-of-way.

Subarea E: Storage uses, including self storage and general storage, telecommunications uses, high technology uses, railroad rights-of-way and related uses. In addition, all permitted uses in the C3-4 Commercial-Manufacturing District shall be allowed. Further, all uses permitted in Planned Manufacturing District Number 4 shall be permitted in that portion of Subarea E currently used as a railroad right-of-way.



6. Temporary signs such as construction and marketing signs shall be permitted subject to the review and approval of the Department of Planning and Development. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.
7. Off-street parking shall be provided in compliance with this Planned Development subject to the review and approval of the Departments of Transportation and Planning and Development. Except as specifically permitted in Subarea D, at no time shall parking spaces be sold or rented to persons not residing within the Planned Development boundaries. With respect to all residential units west of North Desplaines Street, a minimum of one (1) parking space shall be deeded along with each dwelling unit sold, with the exception of the twenty (20) affordable units sold under the City's CPAN program.
8. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved, areas. Ingress and egress shall be subject to the review and approval of the Departments of Transportation and Planning and Development. In Subarea D, each unit purchaser, except the purchasers of any dwelling set aside by the Applicant as an affordable unit, shall be required to purchase a minimum of one (1) parking space.
9. 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.
10. The improvements on the Property, the landscaping along 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 Plan, Landscape Plan and Building Elevations.
11. The Applicant acknowledges that there is a lack of improved public open space in the immediate area and that the proposed development will create demand for new neighborhood parks and recreational facilities. The Applicant will therefore voluntarily donate to the City of Chicago a parcel of land containing approximately eleven thousand six hundred seven (11,607) square feet (zero and twenty-seven hundredths (0.27) acres), located generally at the northwest corner of North Union and West Wayman Streets, for use as a public park. The donation of said parcel of

land shall be made at the time the City vacates or otherwise closes to traffic that part of North Union Avenue adjacent to said parcel of land.

12. For purposes of maximum floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning Ordinance shall apply; provided, however, that in addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor area devoted to mechanical equipment in excess of five thousand (5,000) square feet in a single location, regardless of placement in the building, shall be excluded.
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 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. 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 and the Illuminating Engineering Society.
15. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the Property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office of 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.
16. In order to ensure that the Property is adequately served with school,

library, police, fire and emergency services and facilities as it develops, the Applicant shall cooperate with the City in providing such information and documentation, from time to time upon the City's request, with regard to completed and anticipated development as may be appropriate to assist the City and other governmental bodies in assessing the need for such additional services and facilities.

17. With respect to Subarea D, unless substantial construction of the improvements contemplated by this amendment to R.B.P.D. Number 643 have commenced within six (6) years of the date of City Council approval of the amendment to R.B.P.D. Number 643, then the zoning of the Property within said Subarea D shall automatically revert to the former C3-5 Commercial-Manufacturing Zoning District. With respect to Subareas A, B, C and E, the provisions of the Statement Number 17 of R.B.P.D. Number 643, as approved on March 7, 2001 shall apply.

[Existing Zoning Map; Kinzie Station Phase II Site Plan; Building Elevations; Generalized Land-Use Plan; Existing Land-Use Map; Existing Land-Use Map -- Key Notes; Property Line and Right-of-Way Adjustment Map; Site Plan; and Basement Floor Plan referred to in these Plan of Development Statements printed on pages 91697 through 91712 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Residential-Commercial Planned Development Number 643, As Amended.*

*Bulk Regulations And Data Table.*

Gross Site Area, 307,116 square feet (7.05 acres) = Net Site Area, 223,258 square feet (5.13 acres) + Area Remaining in Public Right-of-Way, 83,858 square feet (1.92 acres).

Maximum Permitted  
Floor Area Ratio:

|                |       |
|----------------|-------|
| Subarea A:     | 1.58. |
| Subarea B:     | 8.21. |
| Subarea C:     | 1.00. |
| Subarea D:     | 2.50. |
| Subarea E:     | 5.00. |
| Blended Total: | 4.50. |

Maximum Number of  
Dwelling Units:

|            |      |
|------------|------|
| Subarea A: | 29.  |
| Subarea B: | 421. |
| Subarea C: | NA.  |
| Subarea D: | 132. |
| Subarea E: | NA.  |
| Total:     | 582. |

Minimum Setbacks:

In accordance with the Site Plan.

Maximum Site Coverage:

In accordance with the Site Plan.

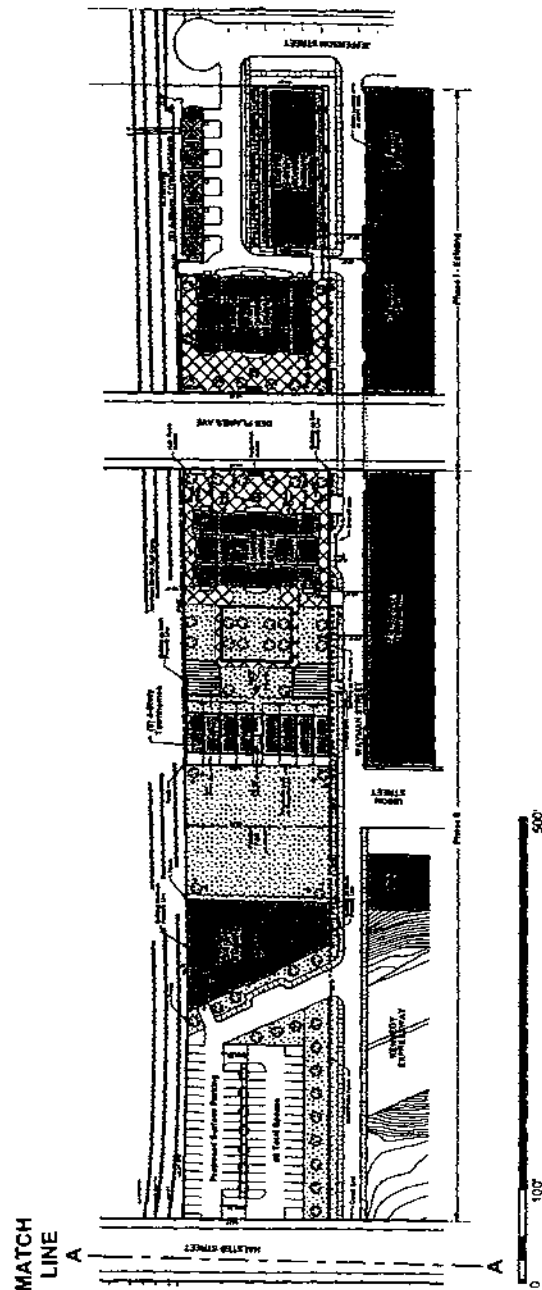
Minimum Number of Off-  
Street Parking Spaces:

|                  |                                                                                        |
|------------------|----------------------------------------------------------------------------------------|
| Subarea A and B: | Parking shall be provided at a minimum ratio of 1.15 parking spaces per dwelling unit. |
| Subarea C:       | None.                                                                                  |

|                                              |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                              | Subarea D:                                  | 208 plus 20 tandem parking spaces total.<br><br>65 surface parking spaces to serve 126 North Desplaines Street.<br><br>142 + 20 tandem parking spaces within 740 West Fulton Street building.<br><br>31 parking spaces shall be non-accessory.<br><br>In the event fewer units are constructed, fewer parking spaces shall be required, however, a minimum 1:1 parking ratio to each dwelling unit shall be maintained. |
|                                              | Subarea E:                                  | 6 parking spaces.                                                                                                                                                                                                                                                                                                                                                                                                       |
| Minimum Number of Off-Street Loading Spaces: | Subarea A:                                  | 0.                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                              | Subarea B:                                  | 2.                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                              | Subarea C:                                  | NA.                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                              | Subarea D:                                  | 1.                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                              | Subarea E:                                  | 0.                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                              | Total:                                      | 3.                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Maximum Building Height:                     | In accordance with the Building Elevations. |                                                                                                                                                                                                                                                                                                                                                                                                                         |



## Kinzie Station Phase II Site Plan.



APPLICANT: CMC HEARTLAND PARTNERS  
330 N. JEFFERSON ST., SUITE # 305  
CHICAGO, ILLINOIS 60610  
DATE: DECEMBER 15, 1999  
REVISED: July 18, 2002

KINZIE STATION PHASE II SITE PLAN



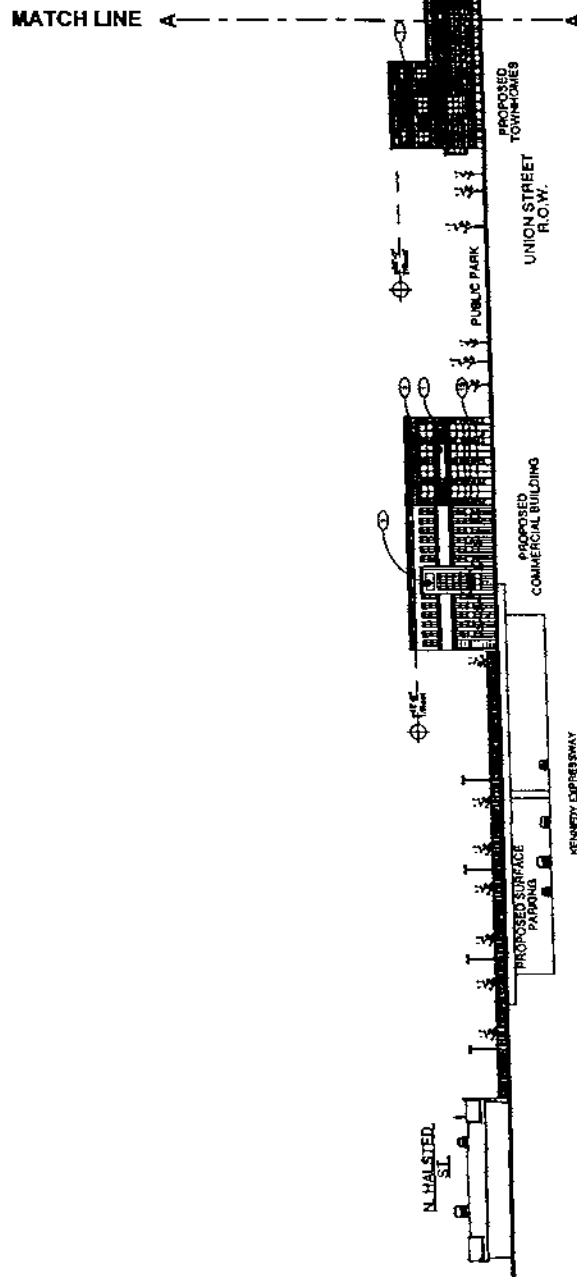




## South Building Elevation -- Western Portion.

**MATERIAL LEGEND - ELEVATION**

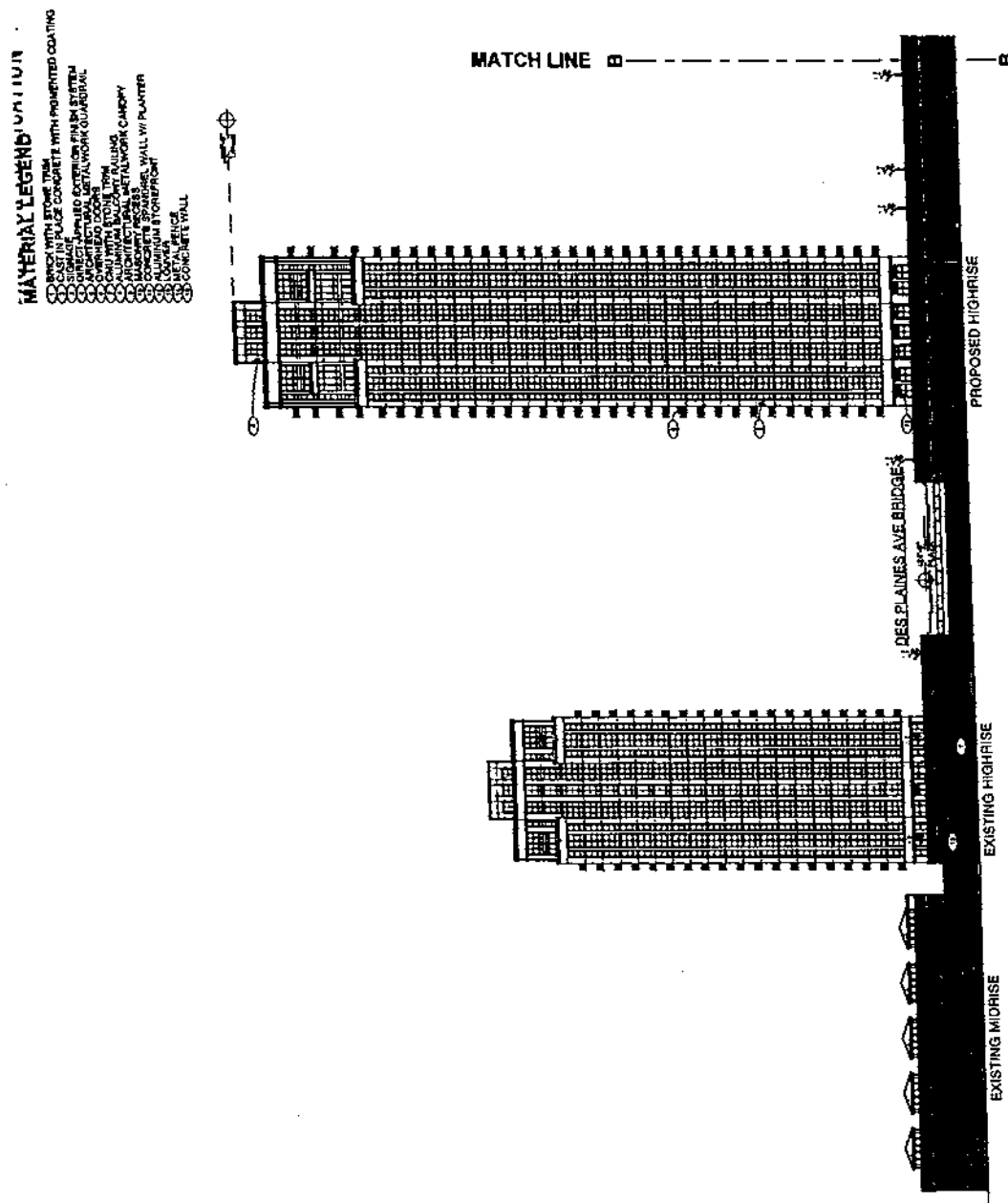
- (1) BRICK WITH STONE TIE
- (2) CAST IN PLACE CONCRETE WITH PROMOTED COATING
- (3) BRICK
- (4) BRICK WITH STONE TIE
- (5) BRICK WITH STONE TIE
- (6) BRICK WITH STONE TIE
- (7) BRICK WITH STONE TIE
- (8) BRICK WITH STONE TIE
- (9) BRICK WITH STONE TIE
- (10) BRICK WITH STONE TIE
- (11) BRICK WITH STONE TIE
- (12) BRICK WITH STONE TIE
- (13) BRICK WITH STONE TIE
- (14) BRICK WITH STONE TIE
- (15) BRICK WITH STONE TIE
- (16) BRICK WITH STONE TIE
- (17) BRICK WITH STONE TIE
- (18) BRICK WITH STONE TIE
- (19) BRICK WITH STONE TIE
- (20) BRICK WITH STONE TIE
- (21) BRICK WITH STONE TIE
- (22) BRICK WITH STONE TIE
- (23) BRICK WITH STONE TIE
- (24) BRICK WITH STONE TIE
- (25) BRICK WITH STONE TIE
- (26) BRICK WITH STONE TIE
- (27) BRICK WITH STONE TIE
- (28) BRICK WITH STONE TIE
- (29) BRICK WITH STONE TIE
- (30) BRICK WITH STONE TIE
- (31) BRICK WITH STONE TIE
- (32) BRICK WITH STONE TIE
- (33) BRICK WITH STONE TIE
- (34) BRICK WITH STONE TIE
- (35) BRICK WITH STONE TIE
- (36) BRICK WITH STONE TIE
- (37) BRICK WITH STONE TIE
- (38) BRICK WITH STONE TIE
- (39) BRICK WITH STONE TIE
- (40) BRICK WITH STONE TIE
- (41) BRICK WITH STONE TIE
- (42) BRICK WITH STONE TIE
- (43) BRICK WITH STONE TIE
- (44) BRICK WITH STONE TIE
- (45) BRICK WITH STONE TIE
- (46) BRICK WITH STONE TIE
- (47) BRICK WITH STONE TIE
- (48) BRICK WITH STONE TIE
- (49) BRICK WITH STONE TIE
- (50) BRICK WITH STONE TIE
- (51) BRICK WITH STONE TIE
- (52) BRICK WITH STONE TIE
- (53) BRICK WITH STONE TIE
- (54) BRICK WITH STONE TIE
- (55) BRICK WITH STONE TIE
- (56) BRICK WITH STONE TIE
- (57) BRICK WITH STONE TIE
- (58) BRICK WITH STONE TIE
- (59) BRICK WITH STONE TIE
- (60) BRICK WITH STONE TIE
- (61) BRICK WITH STONE TIE
- (62) BRICK WITH STONE TIE
- (63) BRICK WITH STONE TIE
- (64) BRICK WITH STONE TIE
- (65) BRICK WITH STONE TIE
- (66) BRICK WITH STONE TIE
- (67) BRICK WITH STONE TIE
- (68) BRICK WITH STONE TIE
- (69) BRICK WITH STONE TIE
- (70) BRICK WITH STONE TIE
- (71) BRICK WITH STONE TIE
- (72) BRICK WITH STONE TIE
- (73) BRICK WITH STONE TIE
- (74) BRICK WITH STONE TIE
- (75) BRICK WITH STONE TIE
- (76) BRICK WITH STONE TIE
- (77) BRICK WITH STONE TIE
- (78) BRICK WITH STONE TIE
- (79) BRICK WITH STONE TIE
- (80) BRICK WITH STONE TIE
- (81) BRICK WITH STONE TIE
- (82) BRICK WITH STONE TIE
- (83) BRICK WITH STONE TIE
- (84) BRICK WITH STONE TIE
- (85) BRICK WITH STONE TIE
- (86) BRICK WITH STONE TIE
- (87) BRICK WITH STONE TIE
- (88) BRICK WITH STONE TIE
- (89) BRICK WITH STONE TIE
- (90) BRICK WITH STONE TIE
- (91) BRICK WITH STONE TIE
- (92) BRICK WITH STONE TIE
- (93) BRICK WITH STONE TIE
- (94) BRICK WITH STONE TIE
- (95) BRICK WITH STONE TIE
- (96) BRICK WITH STONE TIE
- (97) BRICK WITH STONE TIE
- (98) BRICK WITH STONE TIE
- (99) BRICK WITH STONE TIE
- (100) BRICK WITH STONE TIE



APPLICANT: CMC HEARTLAND PARTNERS  
 330 N. JEFFERSON ST., SUITE # 305  
 CHICAGO, ILLINOIS 60610  
 DATE: DECEMBER 15, 1999  
 REVISED: July 18, 2002

South Elevation - Western portion

North Building Elevation -- Eastern Portion.

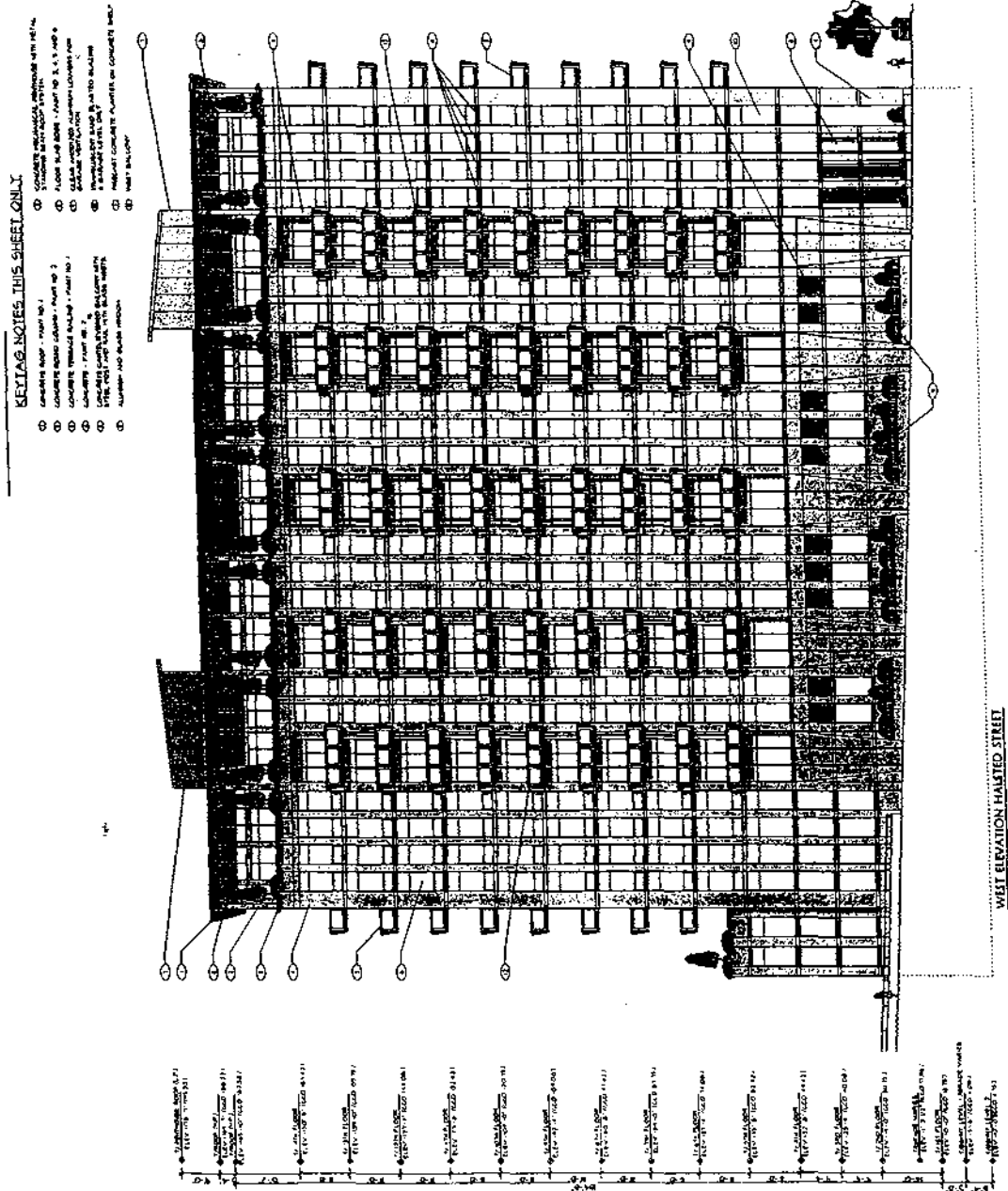


APPLICANT: CMC HEARTLAND PARTNERS  
330 N. JEFFERSON ST., SUITE # 305  
CHICAGO, ILLINOIS 60610  
DATE: DECEMBER 15, 1999  
REVISED: July 18, 2002

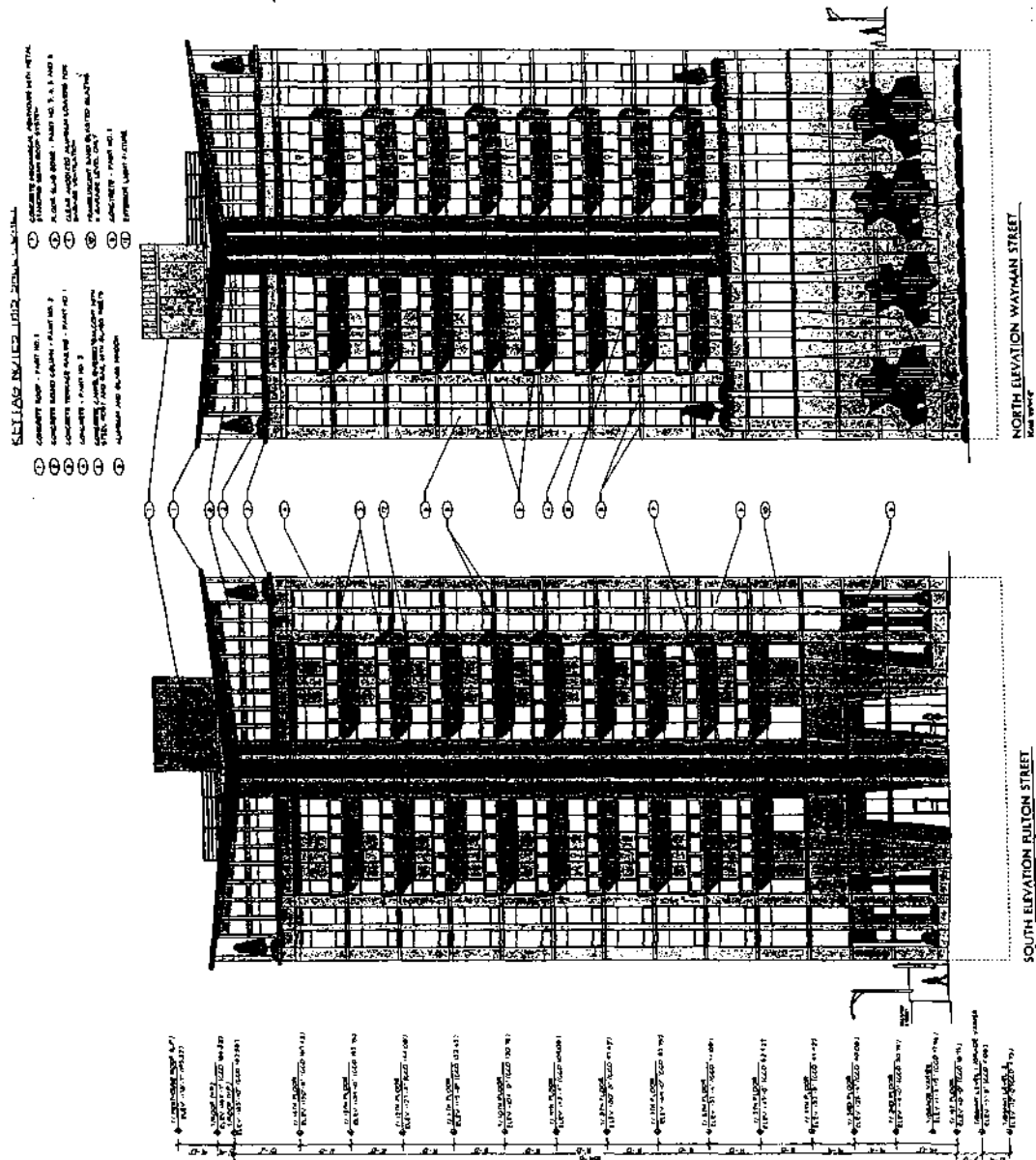
**North Elevation - Eastern portion**



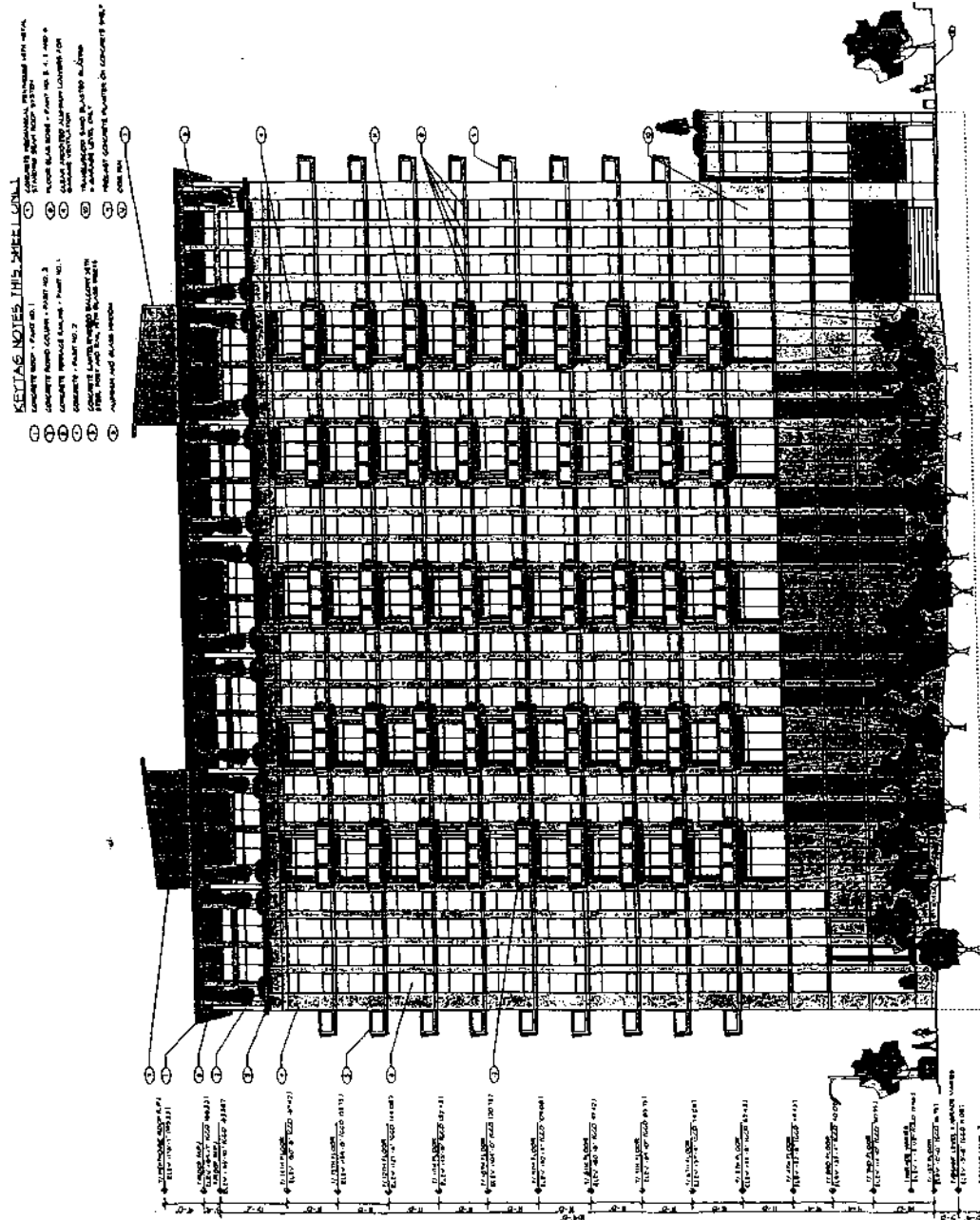
## West Building Elevation -- Halsted Street.



## South And North Building Elevations.



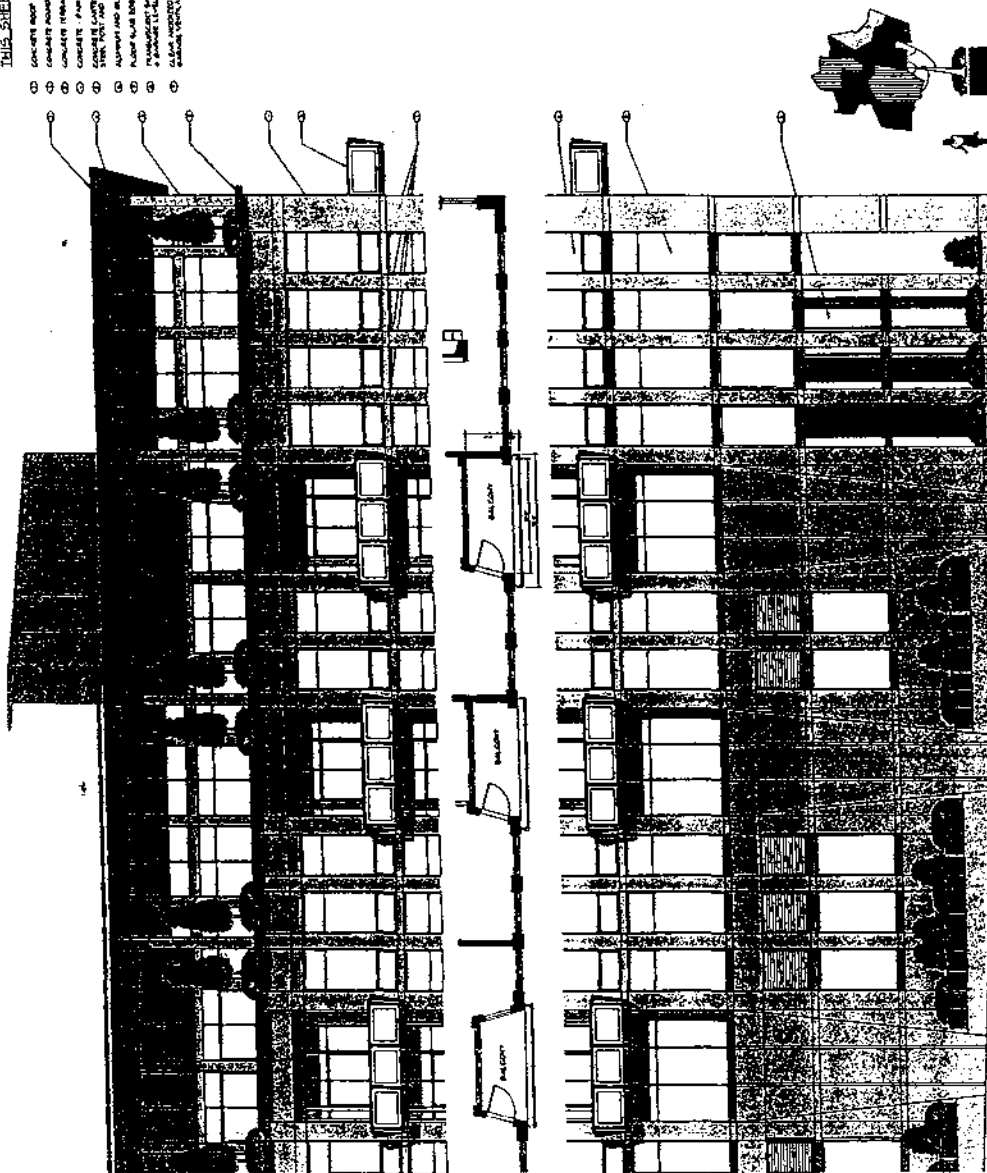
## East Building Elevation -- Kennedy Highway.



## Detail Building Elevation -- Halsted Street.

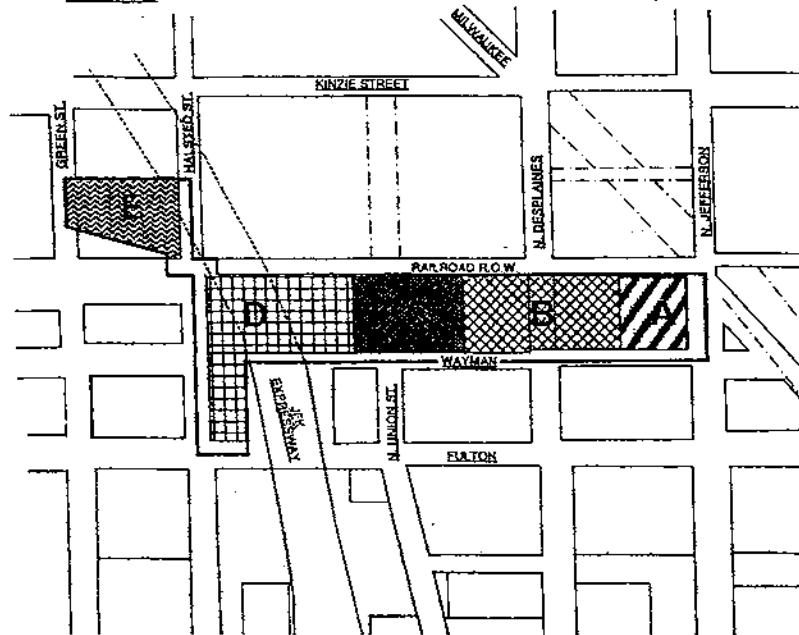
KEY TO NOTES  
THIS SECTION

- 1. CONCRETE ROOF - FLOOR NO. 1
- 2. CONCRETE ROOF LOADING - FLOOR NO. 2
- 3. CONCRETE TERRACE LOADING - FLOOR NO. 1
- 4. CONCRETE - FLOOR NO. 1
- 5. CONCRETE - FLOOR NO. 2
- 6. EXPOSED REINFORCED CONCRETE BALCONY WITH STEEL POST AND RAIL WITH ALUMINUM HANDRAILS AND RISERS
- 7. ALUMINUM HANDRAILS AND RISERS
- 8. ALUMINUM HANDRAILS AND RISERS
- 9. ALUMINUM HANDRAILS AND RISERS
- 10. ALUMINUM HANDRAILS AND RISERS
- 11. ALUMINUM HANDRAILS AND RISERS
- 12. ALUMINUM HANDRAILS AND RISERS
- 13. ALUMINUM HANDRAILS AND RISERS
- 14. ALUMINUM HANDRAILS AND RISERS
- 15. ALUMINUM HANDRAILS AND RISERS
- 16. ALUMINUM HANDRAILS AND RISERS
- 17. ALUMINUM HANDRAILS AND RISERS
- 18. ALUMINUM HANDRAILS AND RISERS
- 19. ALUMINUM HANDRAILS AND RISERS
- 20. ALUMINUM HANDRAILS AND RISERS
- 21. ALUMINUM HANDRAILS AND RISERS
- 22. ALUMINUM HANDRAILS AND RISERS
- 23. ALUMINUM HANDRAILS AND RISERS
- 24. ALUMINUM HANDRAILS AND RISERS
- 25. ALUMINUM HANDRAILS AND RISERS
- 26. ALUMINUM HANDRAILS AND RISERS
- 27. ALUMINUM HANDRAILS AND RISERS
- 28. ALUMINUM HANDRAILS AND RISERS
- 29. ALUMINUM HANDRAILS AND RISERS
- 30. ALUMINUM HANDRAILS AND RISERS
- 31. ALUMINUM HANDRAILS AND RISERS
- 32. ALUMINUM HANDRAILS AND RISERS
- 33. ALUMINUM HANDRAILS AND RISERS
- 34. ALUMINUM HANDRAILS AND RISERS
- 35. ALUMINUM HANDRAILS AND RISERS
- 36. ALUMINUM HANDRAILS AND RISERS
- 37. ALUMINUM HANDRAILS AND RISERS
- 38. ALUMINUM HANDRAILS AND RISERS
- 39. ALUMINUM HANDRAILS AND RISERS
- 40. ALUMINUM HANDRAILS AND RISERS
- 41. ALUMINUM HANDRAILS AND RISERS
- 42. ALUMINUM HANDRAILS AND RISERS
- 43. ALUMINUM HANDRAILS AND RISERS
- 44. ALUMINUM HANDRAILS AND RISERS
- 45. ALUMINUM HANDRAILS AND RISERS
- 46. ALUMINUM HANDRAILS AND RISERS
- 47. ALUMINUM HANDRAILS AND RISERS
- 48. ALUMINUM HANDRAILS AND RISERS
- 49. ALUMINUM HANDRAILS AND RISERS
- 50. ALUMINUM HANDRAILS AND RISERS
- 51. ALUMINUM HANDRAILS AND RISERS
- 52. ALUMINUM HANDRAILS AND RISERS
- 53. ALUMINUM HANDRAILS AND RISERS
- 54. ALUMINUM HANDRAILS AND RISERS
- 55. ALUMINUM HANDRAILS AND RISERS
- 56. ALUMINUM HANDRAILS AND RISERS
- 57. ALUMINUM HANDRAILS AND RISERS
- 58. ALUMINUM HANDRAILS AND RISERS
- 59. ALUMINUM HANDRAILS AND RISERS
- 60. ALUMINUM HANDRAILS AND RISERS
- 61. ALUMINUM HANDRAILS AND RISERS
- 62. ALUMINUM HANDRAILS AND RISERS
- 63. ALUMINUM HANDRAILS AND RISERS
- 64. ALUMINUM HANDRAILS AND RISERS
- 65. ALUMINUM HANDRAILS AND RISERS
- 66. ALUMINUM HANDRAILS AND RISERS
- 67. ALUMINUM HANDRAILS AND RISERS
- 68. ALUMINUM HANDRAILS AND RISERS
- 69. ALUMINUM HANDRAILS AND RISERS
- 70. ALUMINUM HANDRAILS AND RISERS
- 71. ALUMINUM HANDRAILS AND RISERS
- 72. ALUMINUM HANDRAILS AND RISERS
- 73. ALUMINUM HANDRAILS AND RISERS
- 74. ALUMINUM HANDRAILS AND RISERS
- 75. ALUMINUM HANDRAILS AND RISERS
- 76. ALUMINUM HANDRAILS AND RISERS
- 77. ALUMINUM HANDRAILS AND RISERS
- 78. ALUMINUM HANDRAILS AND RISERS
- 79. ALUMINUM HANDRAILS AND RISERS
- 80. ALUMINUM HANDRAILS AND RISERS
- 81. ALUMINUM HANDRAILS AND RISERS
- 82. ALUMINUM HANDRAILS AND RISERS
- 83. ALUMINUM HANDRAILS AND RISERS
- 84. ALUMINUM HANDRAILS AND RISERS
- 85. ALUMINUM HANDRAILS AND RISERS
- 86. ALUMINUM HANDRAILS AND RISERS
- 87. ALUMINUM HANDRAILS AND RISERS
- 88. ALUMINUM HANDRAILS AND RISERS
- 89. ALUMINUM HANDRAILS AND RISERS
- 90. ALUMINUM HANDRAILS AND RISERS
- 91. ALUMINUM HANDRAILS AND RISERS
- 92. ALUMINUM HANDRAILS AND RISERS
- 93. ALUMINUM HANDRAILS AND RISERS
- 94. ALUMINUM HANDRAILS AND RISERS
- 95. ALUMINUM HANDRAILS AND RISERS
- 96. ALUMINUM HANDRAILS AND RISERS
- 97. ALUMINUM HANDRAILS AND RISERS
- 98. ALUMINUM HANDRAILS AND RISERS
- 99. ALUMINUM HANDRAILS AND RISERS
- 100. ALUMINUM HANDRAILS AND RISERS



DETAIL BUILDING ELEVATION -- HALSTED STREET

## Generalized Land-Use Plan.

RESIDENTIAL AND COMMERCIAL PLANNED DEVELOPMENT  
NO.643 AS AMENDED GENERALIZED LAND-USED PLAN

PLANNED DEVELOPMENT BOUNDARY

SUB AREA A - LOW / MIDRISE RESIDENTIAL

SUB AREA B - HIGHRISE RESIDENTIAL

SUB AREA C - TOWNHOME RESIDENTIAL

SUB AREA D - COMMERCIAL / RESIDENTIAL

SUB AREA E - STORAGE

APPLICANT: 740 FULTON L.L.C  
ADDRESS: 357 W. CHICAGO AVE  
CHICAGO, IL 60610  
DATE: 02-6-02  
REVISED: 07-18-02



DATE: 02-6-02  
REVISED: 07-18-02

## Existing Land-Use Map -- Key Notes.

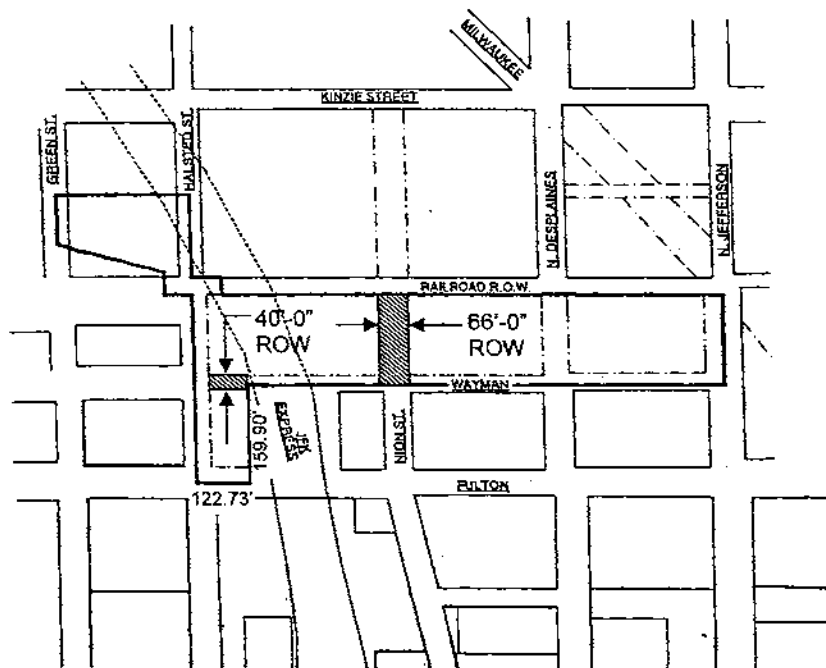
**RESIDENTIAL AND COMMERCIAL PLANNED DEVELOPMENT  
NO.643 AS AMENDED EXISTING LAND USE MAP- KEY NOTES**

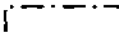
1. AQUA
2. Kozan Studios / Northwestern Cutlery and More
3. U - HAUL Storage
4. "Chromium"
5. Rooster Blue-Bar
6. Remus Bar
7. Rubinos Seafood Corporation
8. Mellos Peanut Co.
9. Old Style bar / Xerox/ Digital Image Resources "Rico"
10. Grand Stage Lighting
11. Storage
12. Foster Care - The Catholic Charities
13. Humana
14. Fast Truck
15. Ascot
16. "UHLICH"- Children Home
17. Residential
18. Vacant
19. Vacant
20. Auto and Truck Repairs
21. Residential - "Fulton Station"
22. The A. Epstein Companies
23. China Club Lofts
24. Residential -- "RCPD No. 643, Sub Area A"
25. Residential -- "RCPD No. 643, Sub Area B"
26. Residential -- "Fulton Court"
27. Office building for lease
28. Storage
29. Vacant
30. "Drink"
31. Pickens Kane Storage
32. "Rave Gauche" Night Club
33. Isaacson and Stein Fish Co.
34. Isaacson and Stein Fish Co.
35. Brookfield Farms
36. Nationwide Beef
37. Storage -- "RCPD No. 643, Sub Area E"
38. Pickens Kane Storage
39. Pickens Kane Storage
40. Vacant
41. Blomner Factory

APPLICANT: 740 FULTON L.L.C  
ADDRESS: 357 W. CHICAGO AVE  
CHICAGO, IL 60610

DATE: 02-6-02  
REVISED: 07-18-02

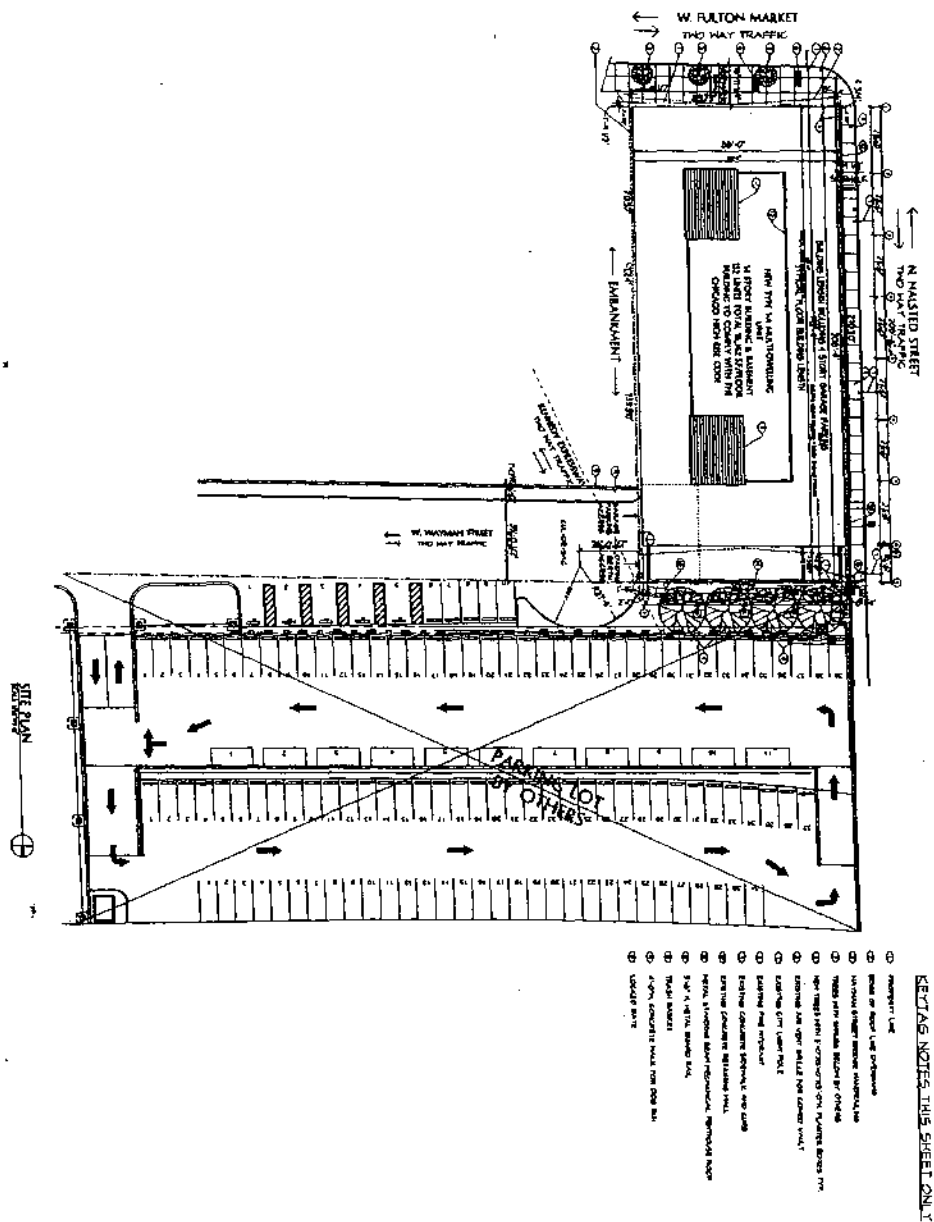
## Property Line And Right-Of-Way Adjustment Map.

RESIDENTIAL AND COMMERCIAL PLANNED DEVELOPMENT  
NO.643 AS AMENDED PROPERTY LINE MAP/ RIGHT OF WAY  
ADJUSTMENT MAP

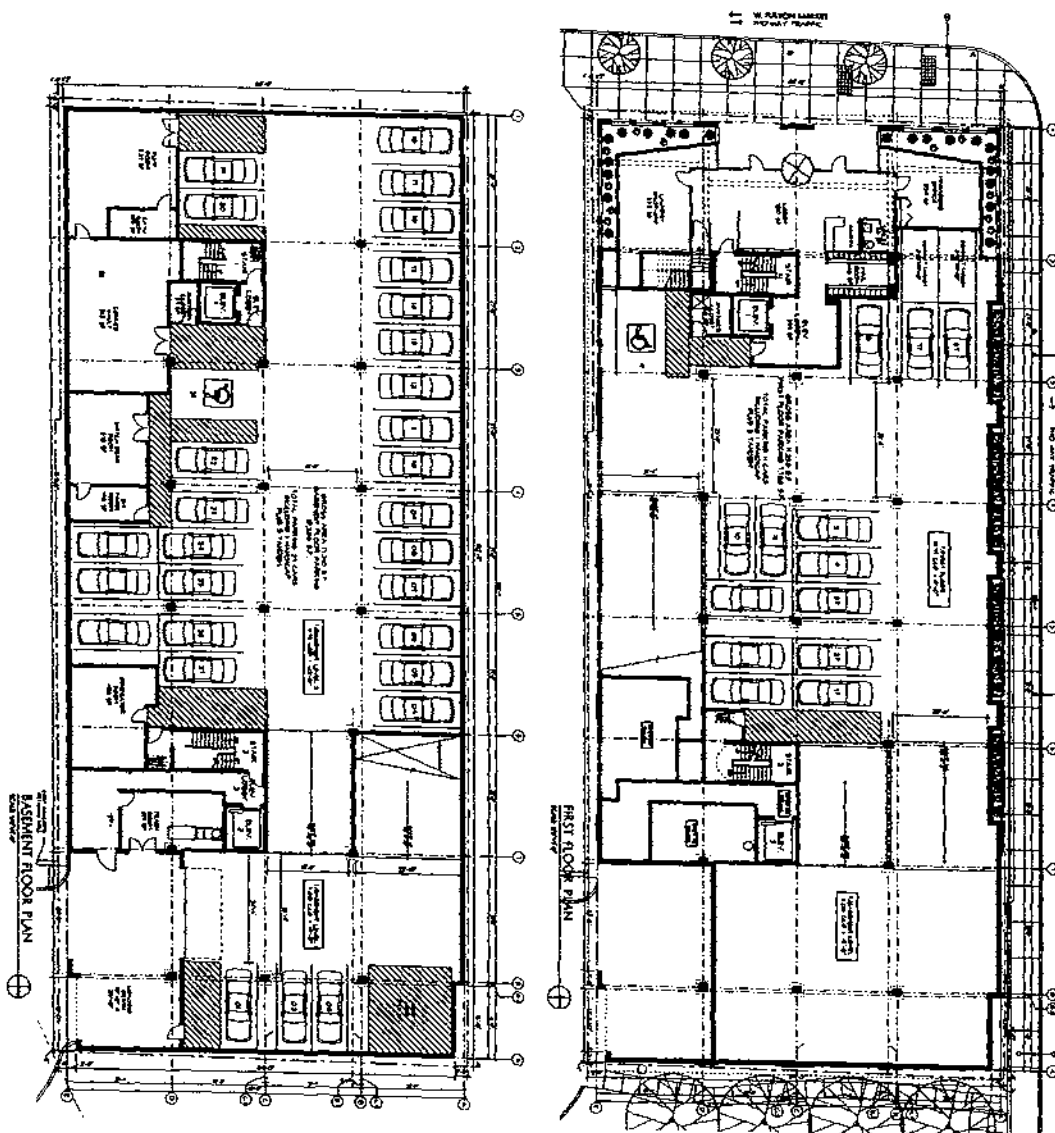
PLANNED DEVELOPMENT BOUNDARY   
PROPERTY LINES   
RIGHT OF WAY TO BE VACATED 

APPLICANT: 740 FULTON L.L.C  
ADDRESS: 357 W. CHICAGO AVE  
CHICAGO, IL 60610

### Site Plan.



## Basement Floor Plan.



*Reclassification Of Area Shown On Map Number 4-E.*  
(As Amended)  
(Application Number 13687)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential Planned Development Number 786 designations and all the B4-5 Restricted Service District symbols and indications as shown on Map Number 4-E in the area bounded by:

a line 623.96 feet north of and parallel with East 18<sup>th</sup> 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 18<sup>th</sup> Street as measured from the northerly right-of-way line of East 18<sup>th</sup> Street and 119.65 feet east of South Prairie Avenue, as measured from the east right-of-way line of South Prairie Avenue to a point 568.58 feet north of East 18<sup>th</sup> Street as measured from the northerly right-of-way line of East 18<sup>th</sup> 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 18<sup>th</sup> Street as measured from the northerly right-of-way line of East 18<sup>th</sup> 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 421.18 feet east of South Prairie Avenue, as measured along the northerly right-of-way line of East 18<sup>th</sup> Street); East 18<sup>th</sup> Street as extended where no street exists; South Calumet Avenue; the alley next south of East 18<sup>th</sup> Street; the alley next west of South Calumet Avenue; and East 18<sup>th</sup> Street; and South Prairie Avenue,

to those of Residential Planned Development Number 786, as amended, which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the plan of development herewith attached and made a part hereof 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 786, As Amended.*

*Plan Of Development Statements.*

1. The area delineated herein as Residential Planned Development Number 786, as amended, consists of approximately two hundred eleven thousand two hundred seventeen (211,217) square feet (four and eighty-five hundredths (4.85) acres) and is owned or controlled by the applicant, Central Station, L.L.C.
2. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the applicant or its successors, assignees, or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this planned development shall be binding upon the applicant, its successors and assigns and, if different than the applicant, the legal title holder and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors and assigns and if different than the applicant, then to the owners of record title to all of the property and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time any applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the property and any ground lessors. An agreement among property owners, the board of directors or any property owners association, or a covenant binding property owners, may designate the authorized party for any future amendment, modification or change.
4. This plan of development consists of these 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; a Site/Landscape Plan and Building Elevations dated July 18, 2002 prepared by Warman Olsen Warman Architects and a Landscape Plan-Subarea A and B, Enlarged Landscape Plans, Townhome Elevations (South Prairie Avenue, Calumet Avenue, Calumet Parkway, 18<sup>th</sup> Street), South Tower Elevation, North Tower Elevation, West Tower Elevation, East Tower Elevation and Building Section through Tower and Townhome dated June 14, 2001 prepared by Warman Olsen Warman Architects. Full size

sets of the Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The planned development is applicable to the area delineated hereto and these and no other zoning controls shall apply.

5. The following uses shall be permitted within the area delineated herein as "Residential Planned Development": multi-family dwelling units in two (2) elevator buildings and attached townhomes and accessory parking and related uses. Residential use is expressly permitted below the second (2<sup>nd</sup>) floor.
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, subject to the review and approval of the Department of Planning and Development.
7. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.
8. In addition to the maximum height of the building and any appurtenance thereto prescribed in this planned development, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.
9. For purposes of floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning Ordinance shall apply.
10. The improvements on the property shall be designed, installed and maintained in substantial conformance with the Site/Landscape Plan and Building Elevations and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. Garbage cans shall be stored indoors in garages and said requirement shall be expressly stated in the condominium documents for each townhome unit. An internal dog-run shall be provided within the high-rise proposed for Subarea C subject to the review and approval of the Chicago Department of Health and the Department of Buildings.
11. The terms, conditions and exhibits of this planned development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the application for such a modification by the applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this planned development and the purposes underlying



the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

12. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this planned development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, 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 applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("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. Unless substantial construction of the improvements within Subarea C 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 Subarea C of the property shall automatically revert to the pre-existing B4-5 Restricted Service District and the zoning of Subareas A and B of the property shall automatically revert to the pre-existing Residential Planned Development Number 786 designation.

[Bulk Regulations and Data Table; Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary and Property Line Map; Site Plans; Landscape Plans; Wall Elevation and Pylon/Gate Detail; Building Elevations; Prairie District Homes II -- Subarea C (Tower II); Site Plans; Landscape Plans; and Building Elevations referred to in these Plan of Development Statements printed on pages 91717 through 91754 of this *Journal*.]

7/31/2002

# REPORTS OF COMMITTEES

91717

## Bulk Regulations And Data Table.

### RESIDENTIAL PLANNED DEVELOPMENT NO. 786, AS AMENDED

| BULK REGULATIONS AND DATA TABLE   |                                  |           |                                  |           |                                  |           |                        |            |
|-----------------------------------|----------------------------------|-----------|----------------------------------|-----------|----------------------------------|-----------|------------------------|------------|
|                                   | SUB AREA A                       |           | SUB AREA B                       |           | SUB AREA C                       |           | TOTAL                  |            |
| Net Site Area (Property Line)     | 43,419 SF                        | .99 ACRE  | 88,869 SF                        | 2.0 ACRES | 78,929 SF                        | 1.8 ACRES | 211,217 SF             | 4.85 ACRES |
| Gross Site Area (CL PD Boundary)  | 61,942 SF                        | 1.4 ACRES | 112,394 SF                       | 2.6 ACRES | 91,154 SF                        | 2.1 ACRES | 265,490 SF             | 6.09 ACRES |
|                                   |                                  |           |                                  |           |                                  |           |                        |            |
| Maximum Floor Area Ratio:         | 2.0                              |           | 3.8                              |           | 5.0                              |           | 3.8                    |            |
| Maximum Site Coverage:            | PER APPROVED SITE PLAN           |           | PER APPROVED SITE PLAN           |           | PER APPROVED SITE PLAN           |           | PER APPROVED SITE PLAN |            |
| Minimum Periphery Set Backs/      | PER APPROVED SITE PLAN           |           | PER APPROVED SITE PLAN           |           | PER APPROVED SITE PLAN           |           | —                      |            |
|                                   |                                  |           |                                  |           |                                  |           |                        |            |
| Minimum No. of Off-Street Parking | 52                               |           | 248                              |           | 278                              |           | 578                    |            |
| Maximum No. of Dwelling Units     | 28                               |           | 201                              |           | 274                              |           | 503                    |            |
|                                   |                                  |           |                                  |           |                                  |           |                        |            |
| Maximum Permitted Building Height | PER APPROVED BUILDING ELEVATIONS |           | PER APPROVED BUILDING ELEVATIONS |           | PER APPROVED BUILDING ELEVATIONS |           | —                      |            |
|                                   |                                  |           |                                  |           |                                  |           |                        |            |
|                                   |                                  |           |                                  |           |                                  |           |                        |            |
|                                   |                                  |           |                                  |           |                                  |           |                        |            |
|                                   |                                  |           |                                  |           |                                  |           |                        |            |
|                                   |                                  |           |                                  |           |                                  |           |                        |            |

APPLICANT: CENTRAL STATION L.L.C.  
 ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
 317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
 DATE: JULY 18, 2002 (REVISED)



[illegible]

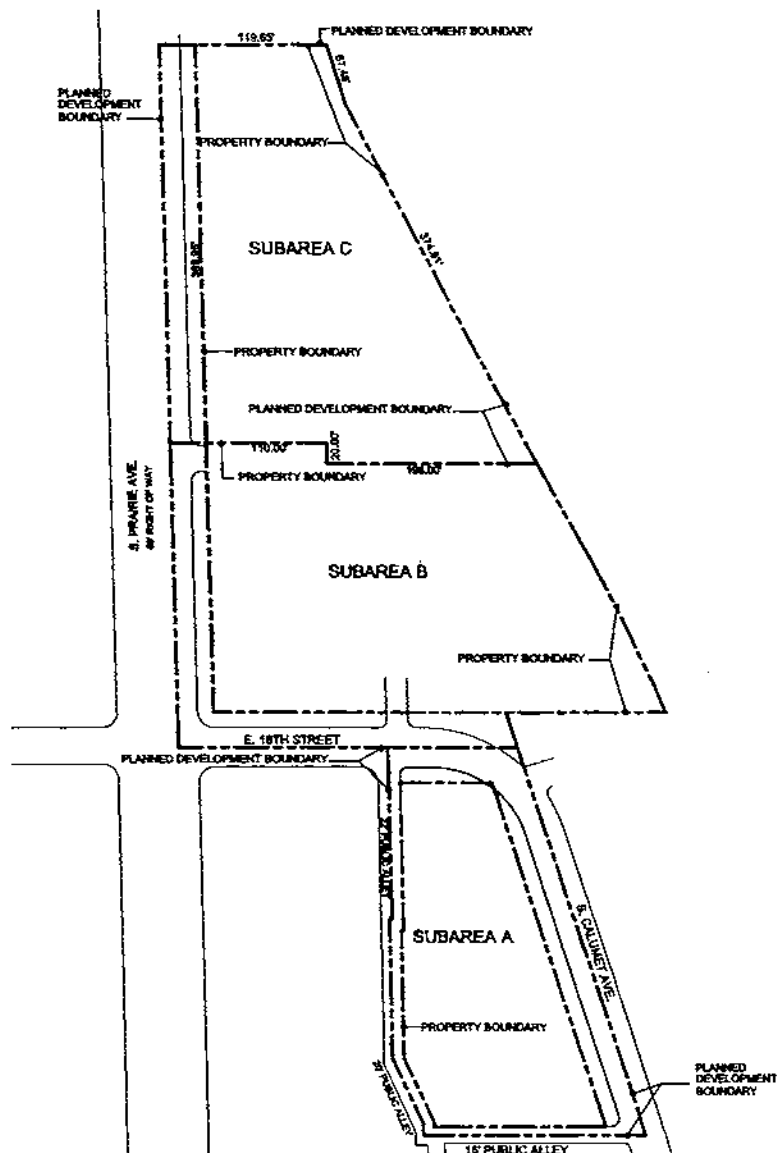
SITE (RPO)

APPLICANT: CENTRAL STATION L.L.C.  
ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
DATE: JULY 18, 2002 (REVISED)





Planned Development Boundary And Property  
Line Map -- Subareas A, B And C.

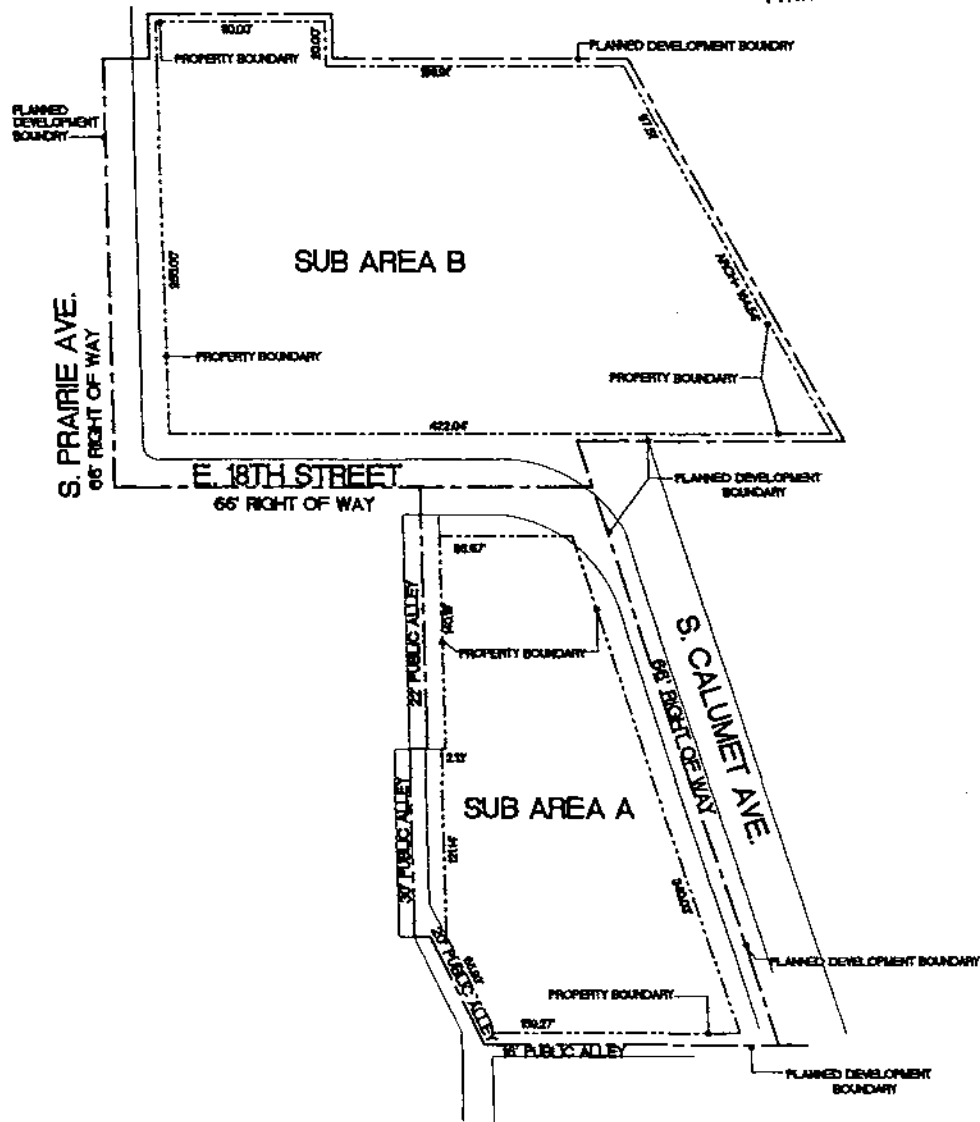


## PLANNED DEVELOPMENT BOUNDARY AND PROPERTY LINE MAP

APPLICANT: CENTRAL STATION L.L.C.  
ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
DATE: JULY 18, 2002 (REVISED)



Planned Development Boundary And Property  
Line Map -- Subareas A And B.



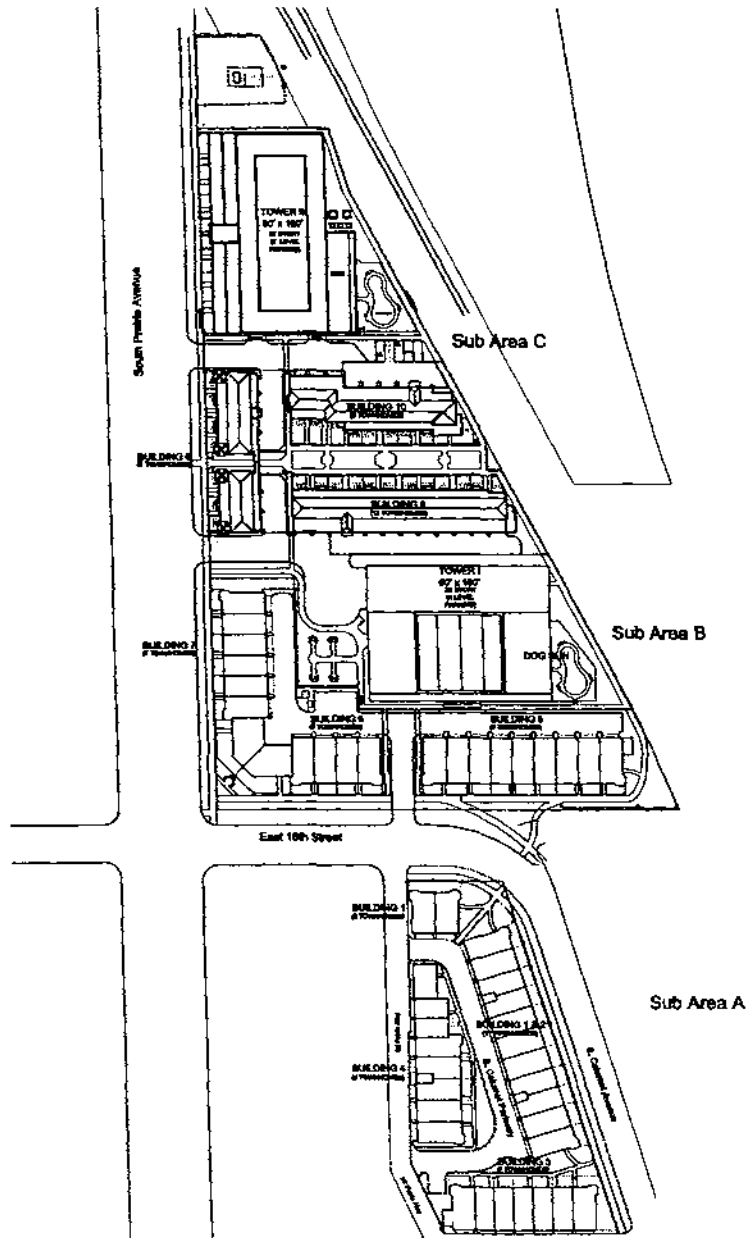
## PLANNED DEVELOPMENT BOUNDARY AND PROPERTY LINE MAP

APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
ADDRESS: 177-178 S. PRAIRIE/ 340-321 E. 18TH/ 300-321 E. 18TH 1800-1830 S. CALUMET/CHICAGO, IL  
DATE: JUNE 14, 2001





## Site Plan.

Prairie District Homes I And II --  
Subareas A, B And C.

## PRAIRIE DISTRICT HOMES I AND II - SUB AREAS A, B &amp; C

## SITE PLAN

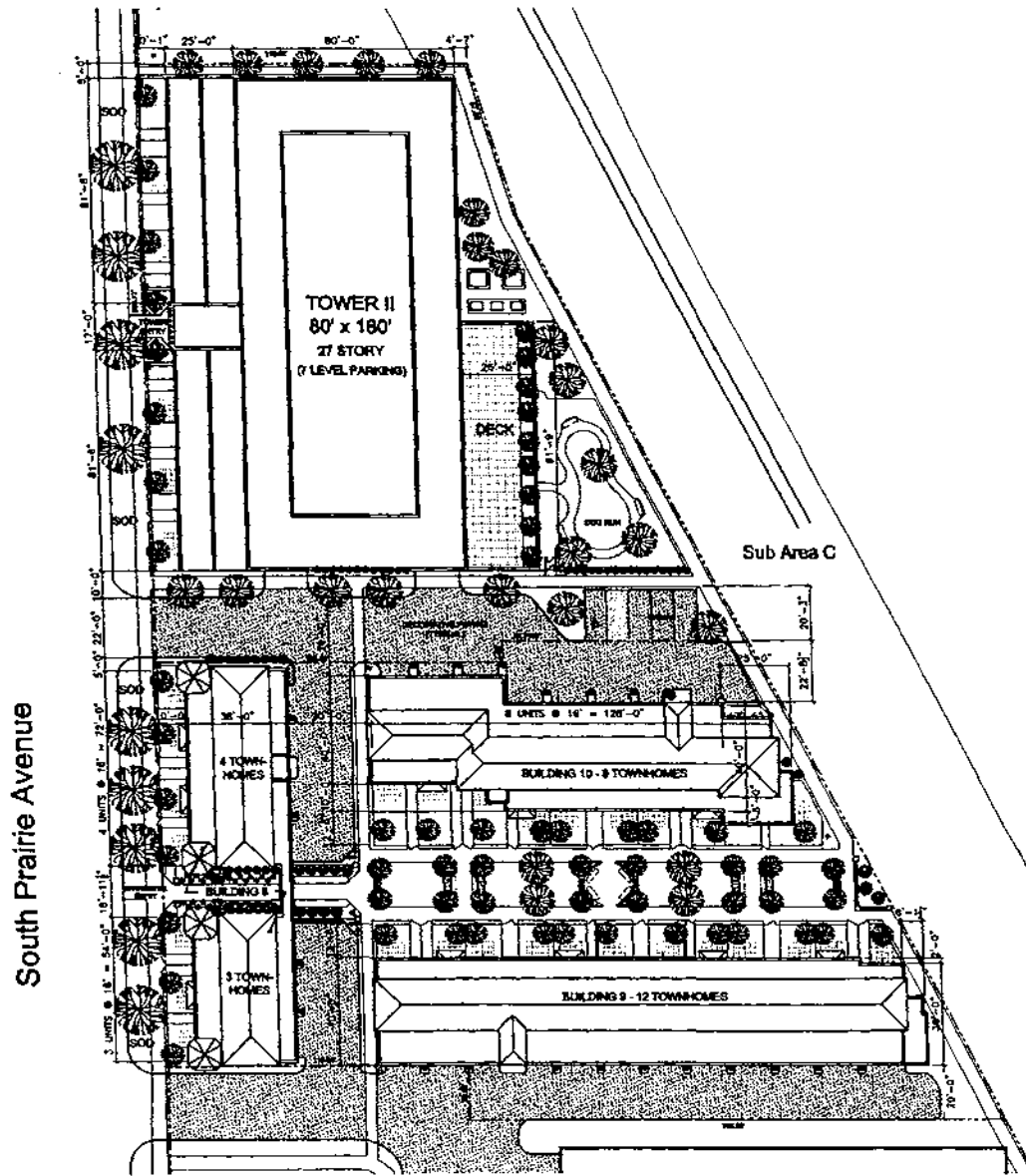
APPLICANT: CENTRAL STATION L.L.C.  
ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
DATE: JULY 18, 2002 (REVISED)





## Site Plan.

## Prairie District Homes II -- Subarea C -- Landscaping.



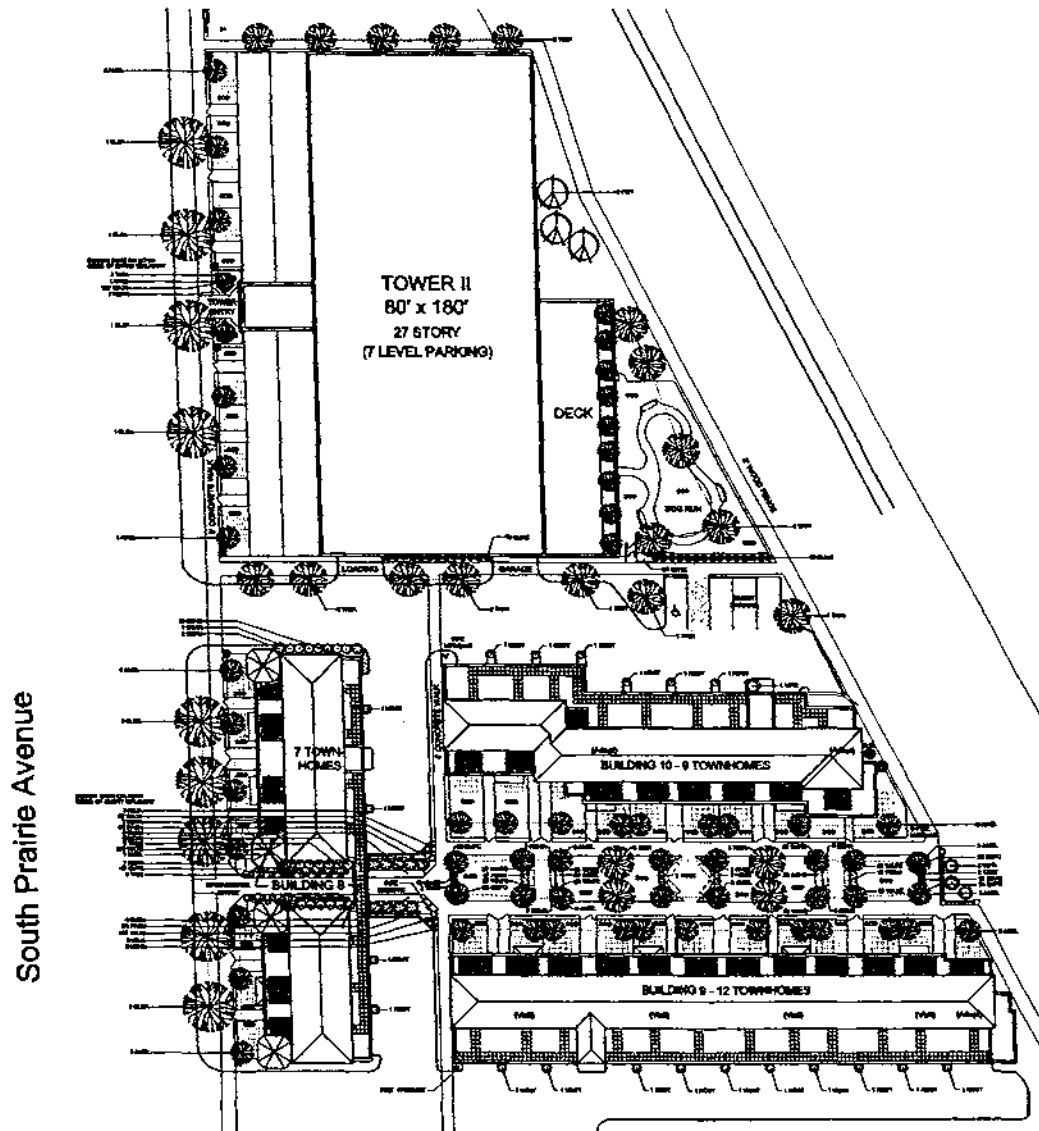
## PRAIRIE DISTRICT HOMES II - SUB AREA C - LANDSCAPING

## SITE PLAN

APPLICANT: CENTRAL STATION L.L.C.  
 ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
 317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
 DATE: JULY 18, 2002 (REVISED)



Prairie District Homes II -- Subarea C --  
Landscaping (Townhomes).

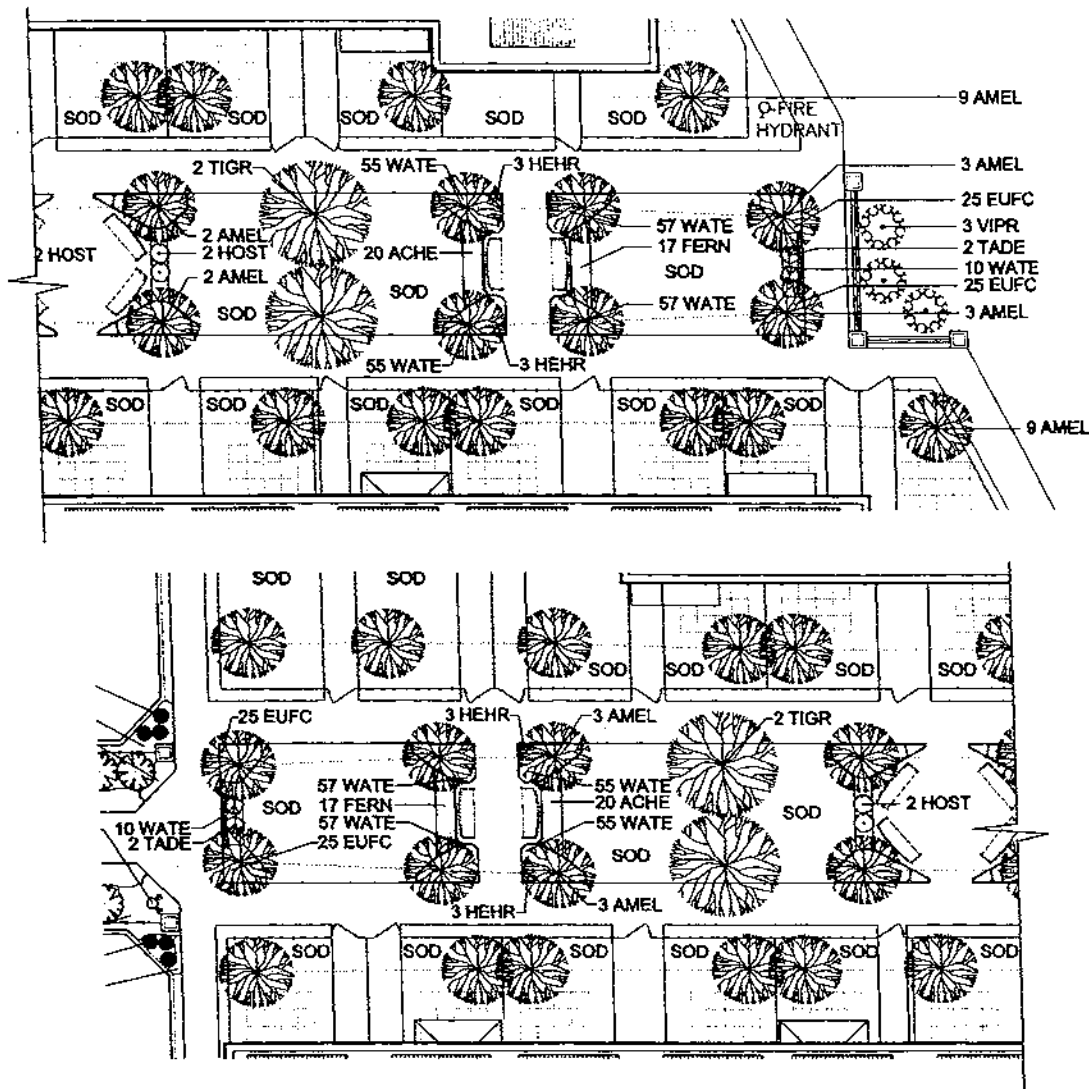


PRAIRIE DISTRICT HOMES II - SUB AREA C (TOWNHOMES)

APPLICANT: CENTRAL STATION L.L.C.  
ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
DATE: JULY 18, 2002 (REVISED)



Courtyard Landscape Plan -- Subarea C  
(Townhomes).



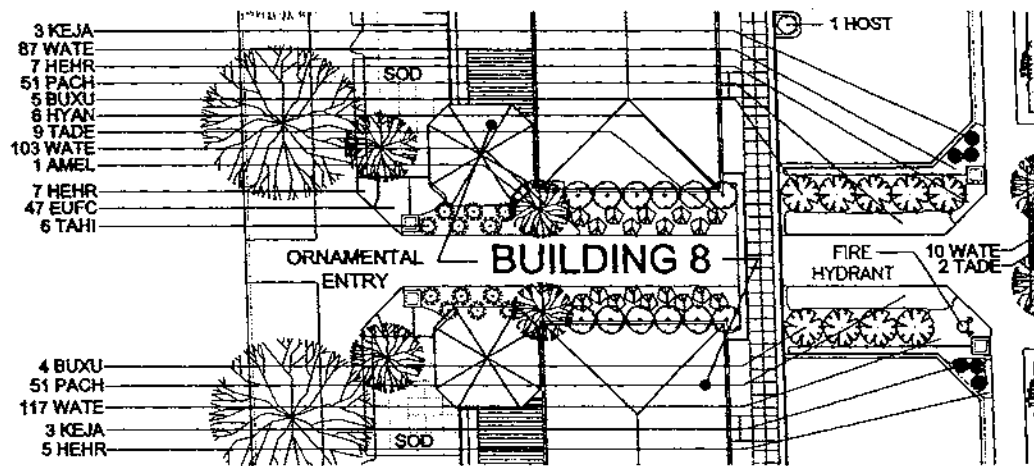
COURTYARD LANDSCAPE PLAN

PRAIRIE DISTRICT HOMES II - SUB AREA C (TOWNHOMES)

APPLICANT: CENTRAL STATION L.L.C.  
 ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
 317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
 DATE: JULY 18, 2002 (REVISED)



Ornamental Entry Landscape Plan -- Subarea C  
(Townhomes).



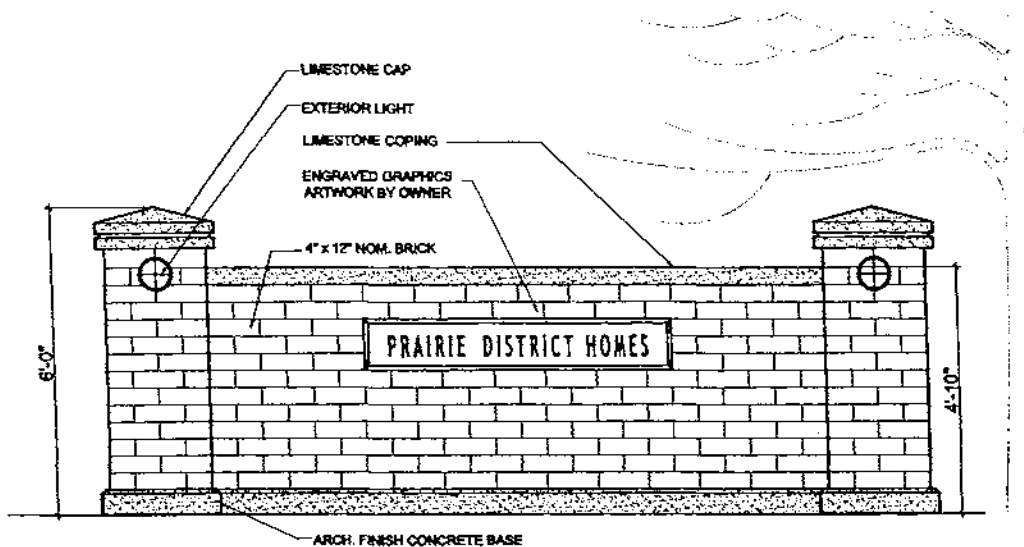
ORNAMENTAL ENTRY LANDSCAPE PLAN

PRAIRIE DISTRICT HOMES II - SUB AREA C (TOWNHOMES)

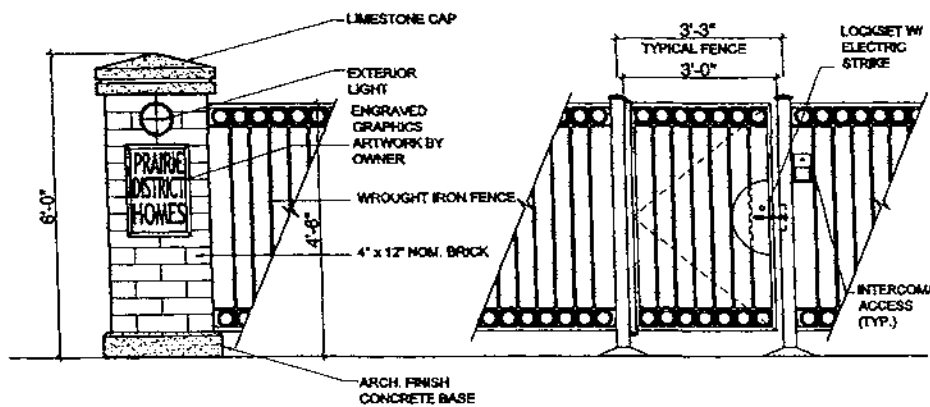
APPLICANT: CENTRAL STATION L.L.C.  
 ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
 317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
 DATE: JULY 18, 2002 (REVISED)



## Wall Elevation And Pylon/Gate Detail.



1 WALL ELEVATION

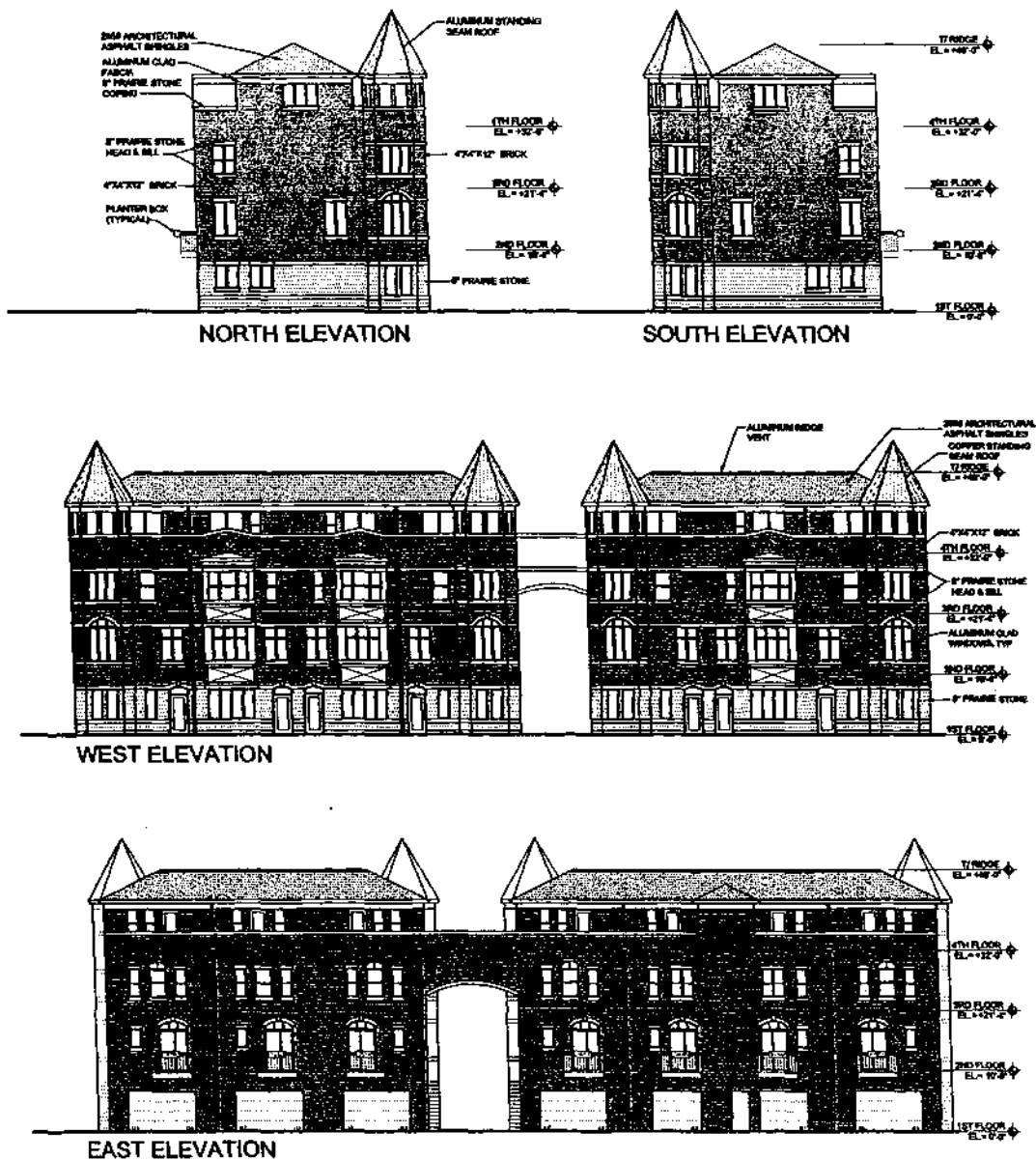


2 PYLON/ GATE DETAIL

APPLICANT: CENTRAL STATION L.L.C.  
 ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
 317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
 DATE: JULY 18, 2002 (REVISED)



## Building Elevations -- Townhomes Building 8.

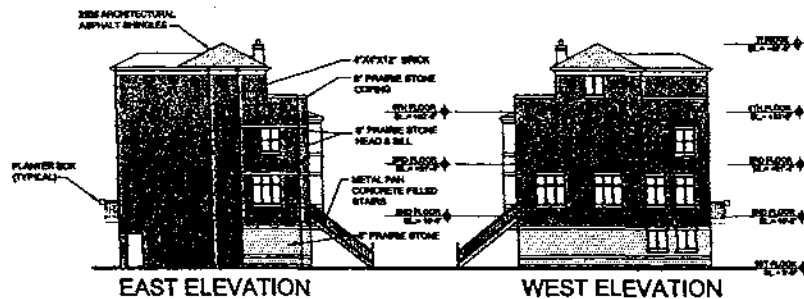


## PRAIRIE DISTRICT HOMES II - TOWNHOMES BUILDING 8

APPLICANT: CENTRAL STATION L.L.C.  
 ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
 317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
 DATE: JULY 18, 2002 (REVISED)



## Building Elevations -- Townhomes Building 9.

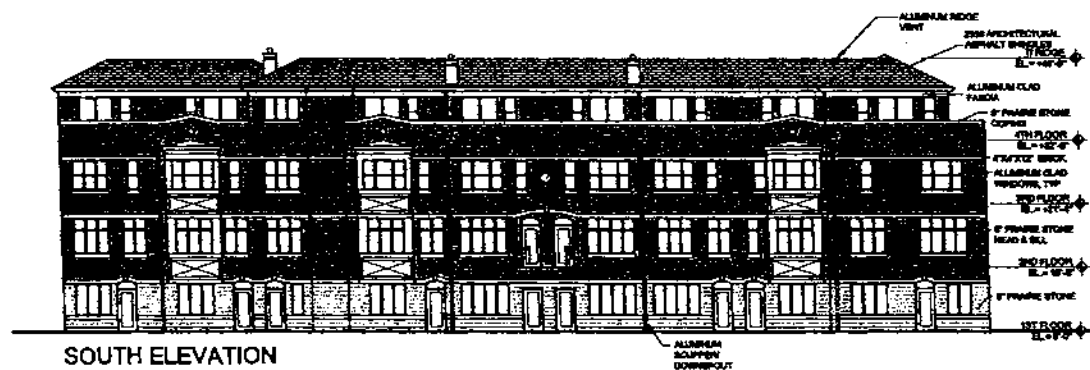
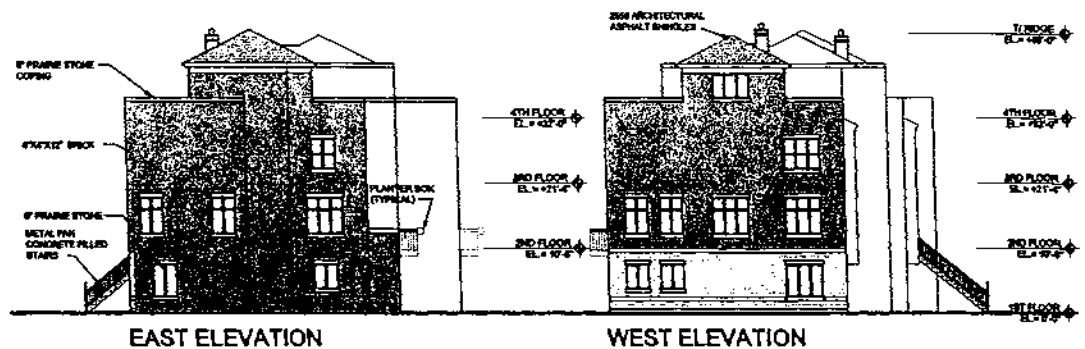


## PRAIRIE DISTRICT HOMES II - TOWNHOMES BUILDING 9

APPLICANT: CENTRAL STATION L.L.C.  
 ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
 317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
 DATE: JULY 18, 2002 (REVISED)



## Building Elevations -- Townhomes Building 10.



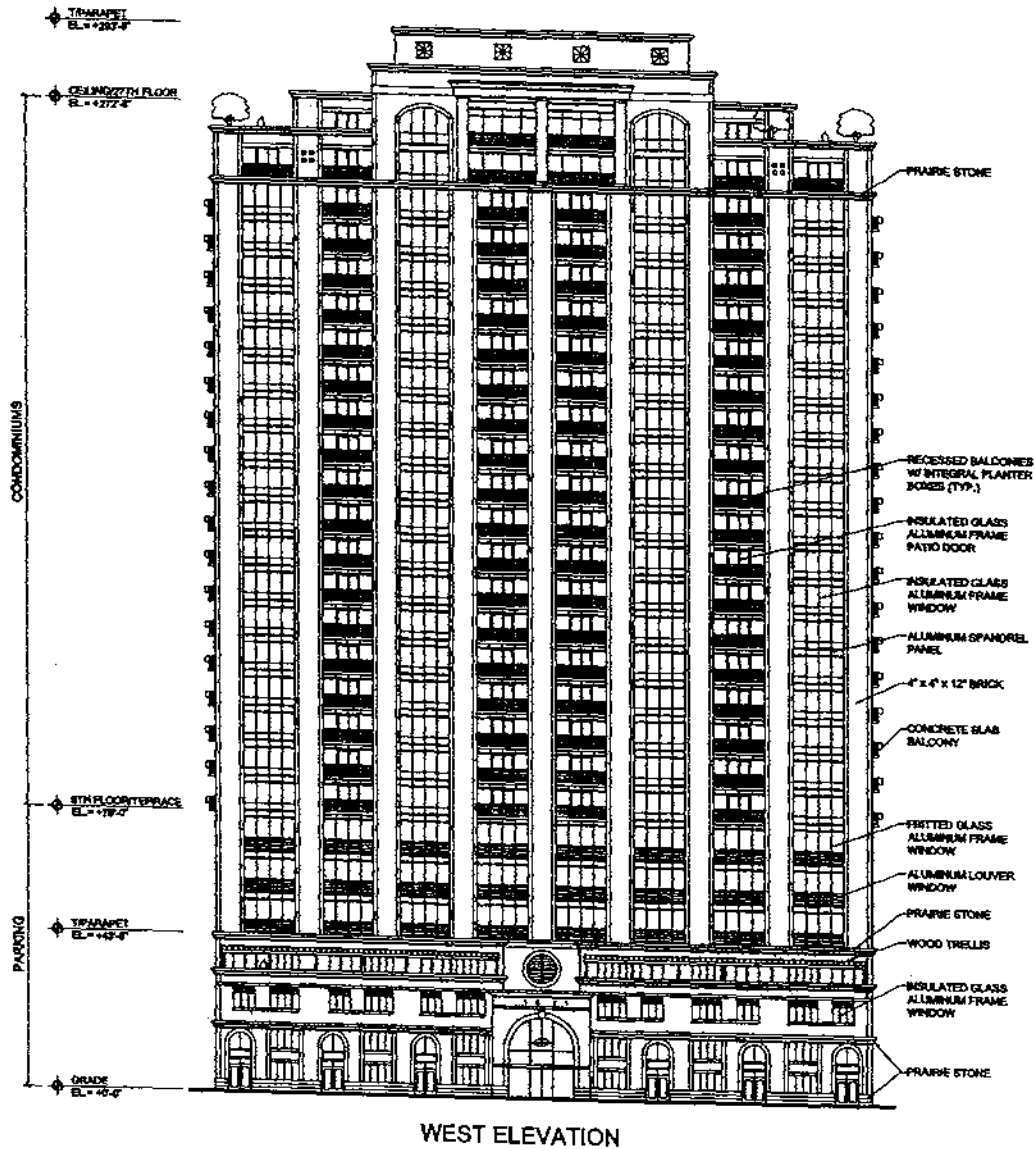
## PRAIRIE DISTRICT HOMES II - TOWNHOMES BUILDING 10

APPLICANT: CENTRAL STATION L.L.C.  
 ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
 317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
 DATE: JULY 18, 2002 (REVISED)





Building Elevations -- Tower Residences  
(West Elevation).

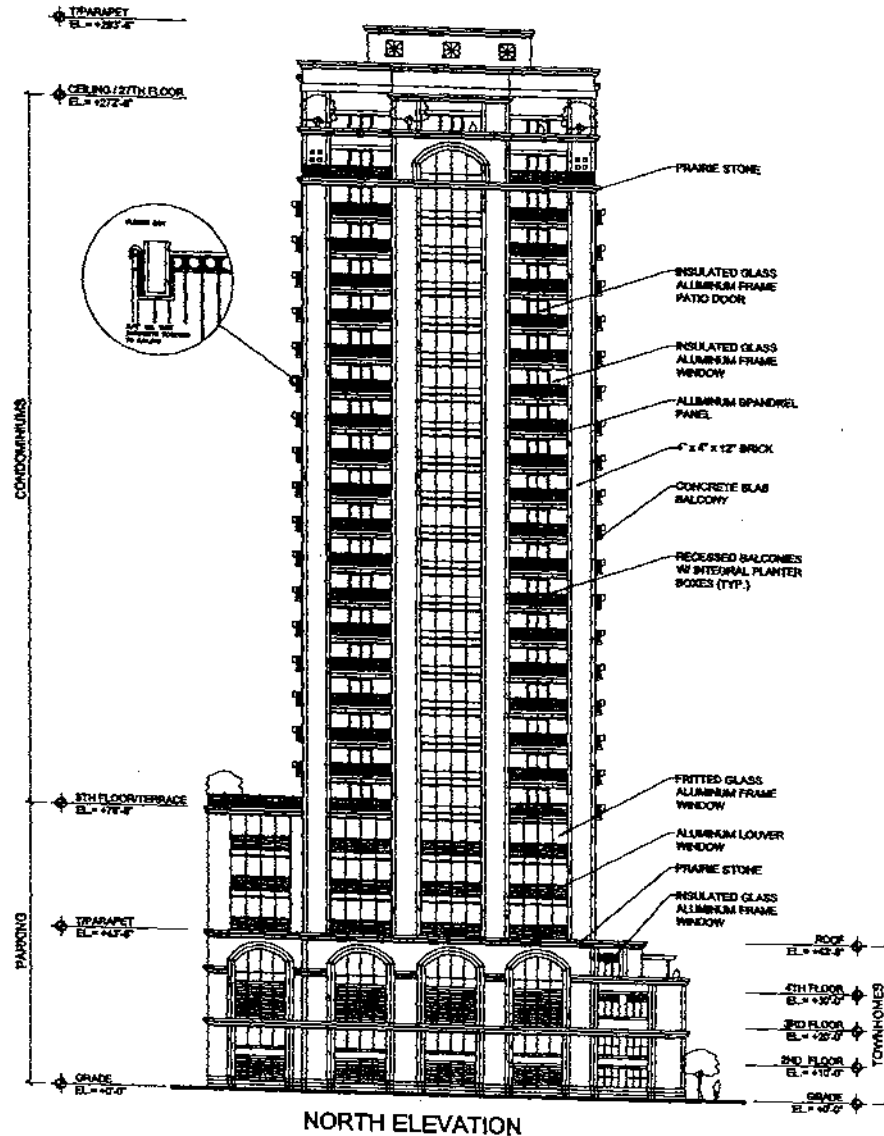


PRAIRIE DISTRICT HOMES II - TOWER RESIDENCES

APPLICANT: CENTRAL STATION L.L.C.  
ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
DATE: JULY 18, 2002 (REVISED)



Building Elevations -- Tower Residences  
(North Elevation).

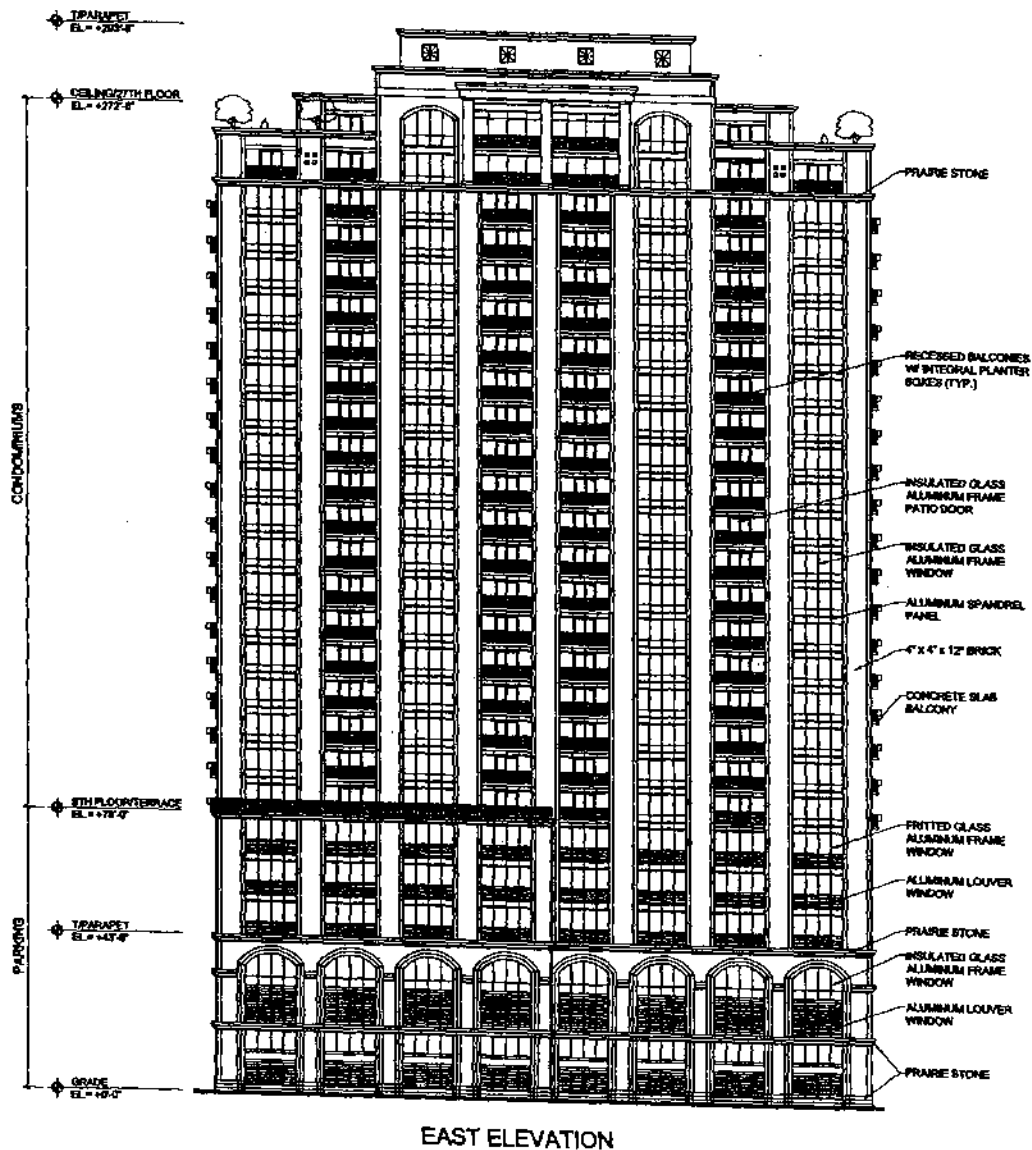


PRAIRIE DISTRICT HOMES II - TOWER RESIDENCES

APPLICANT: CENTRAL STATION L.L.C.  
 ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
 317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
 DATE: JULY 18, 2002 (REVISED)



Building Elevations -- Tower Residences  
(East Elevation).



PRAIRIE DISTRICT HOMES II - TOWER RESIDENCES

APPLICANT: CENTRAL STATION L.L.C.  
 ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
 317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
 DATE: JULY 18, 2002 (REVISED)

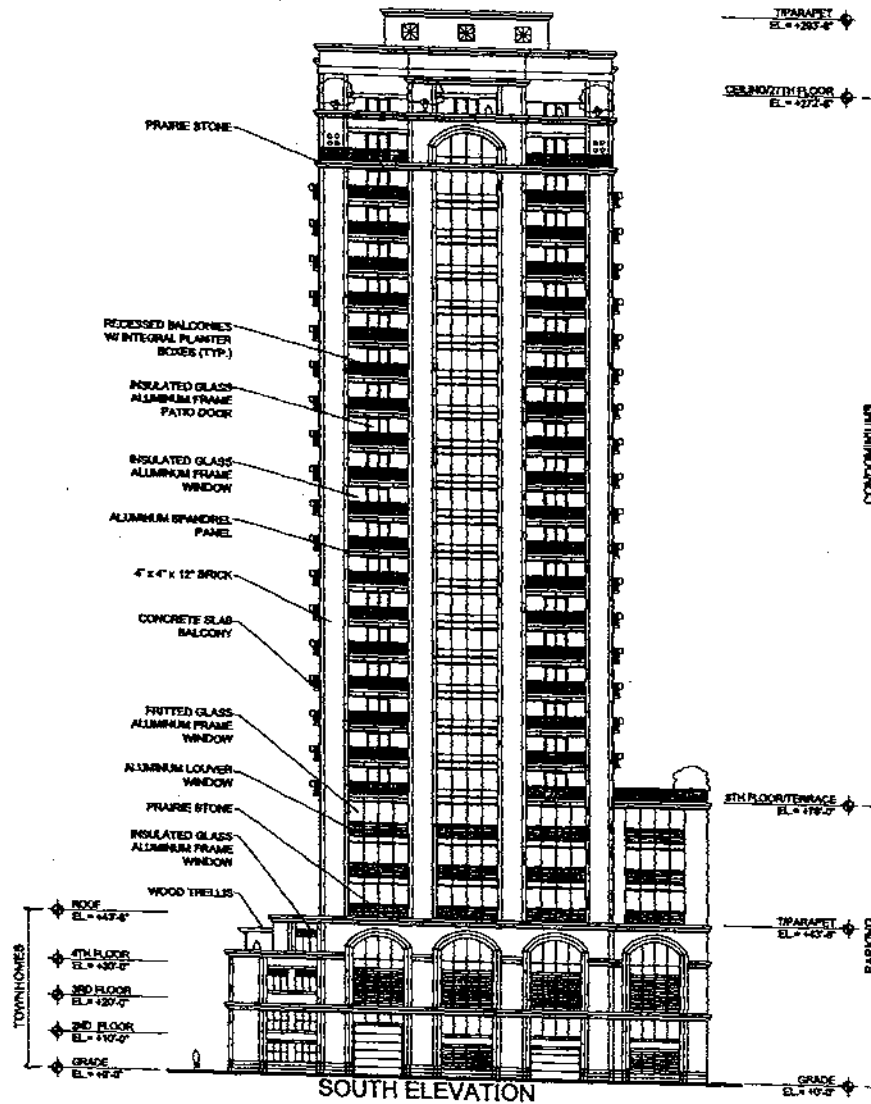


7/31/2002

# REPORTS OF COMMITTEES

91735

## Building Elevations -- Tower Residences (South Elevation).

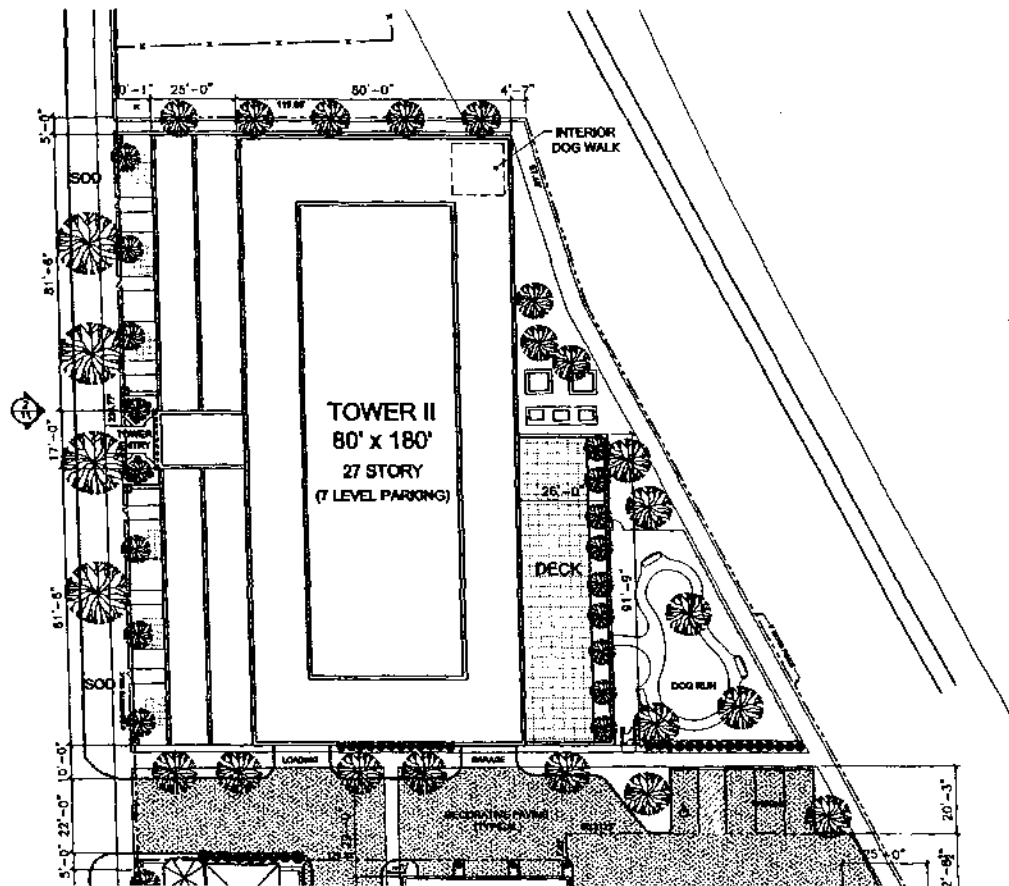


## PRAIRIE DISTRICT HOMES II - TOWER RESIDENCES

APPLICANT: CENTRAL STATION L.L.C.  
 ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
 317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
 DATE: JULY 18, 2002 (REVISED)



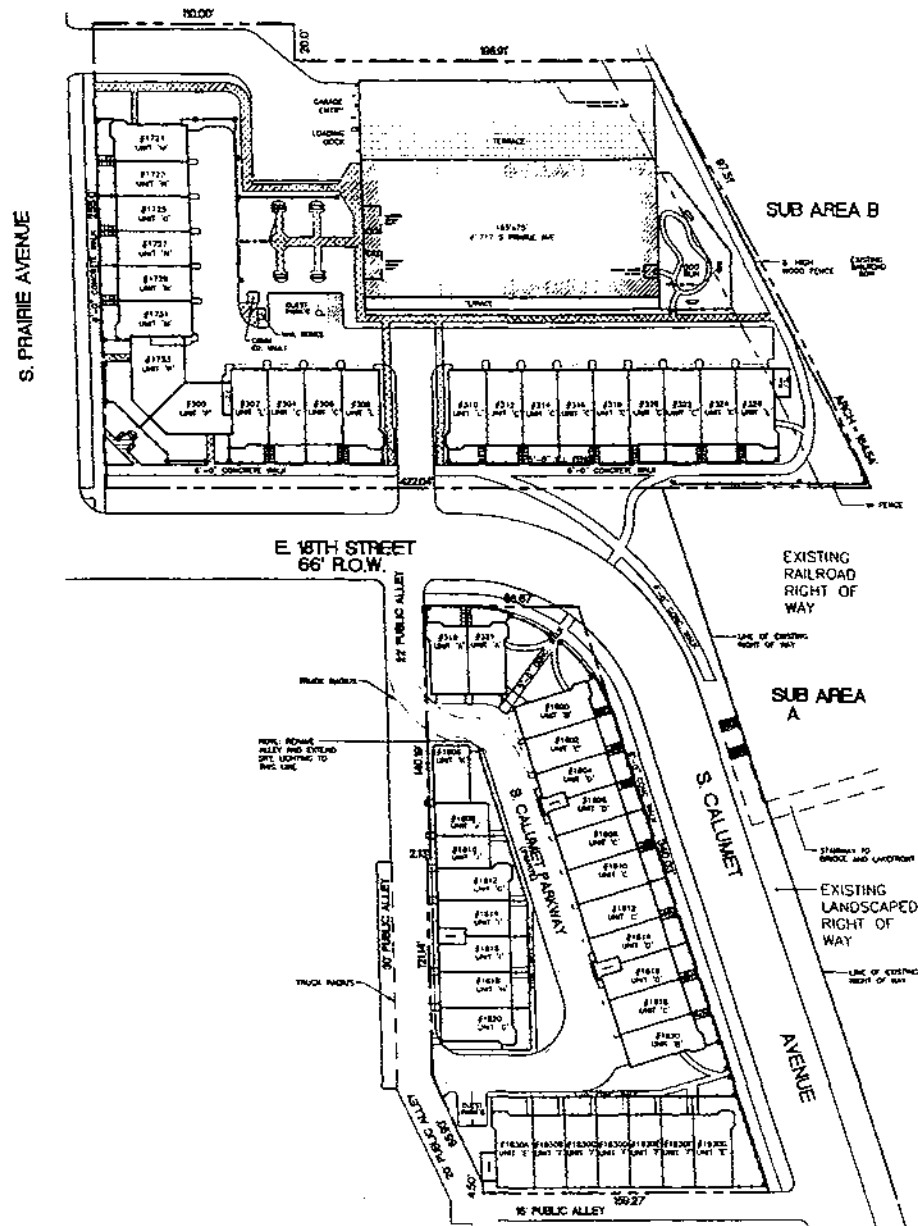
Prairie District Homes II Subarea C.  
(Tower II)



PRAIRIE DISTRICT HOMES II - SUB AREA C (TOWER II)

APPLICANT: CENTRAL STATION L.L.C.  
ADDRESS: 1621-1737 SOUTH PRAIRIE AVENUE 1800-1830 SOUTH CALUMET AVENUE  
317-325 EAST 18TH STREET 300-336 EAST 18TH STREET CHICAGO, IL  
DATE: JULY 18, 2002 (REVISED)

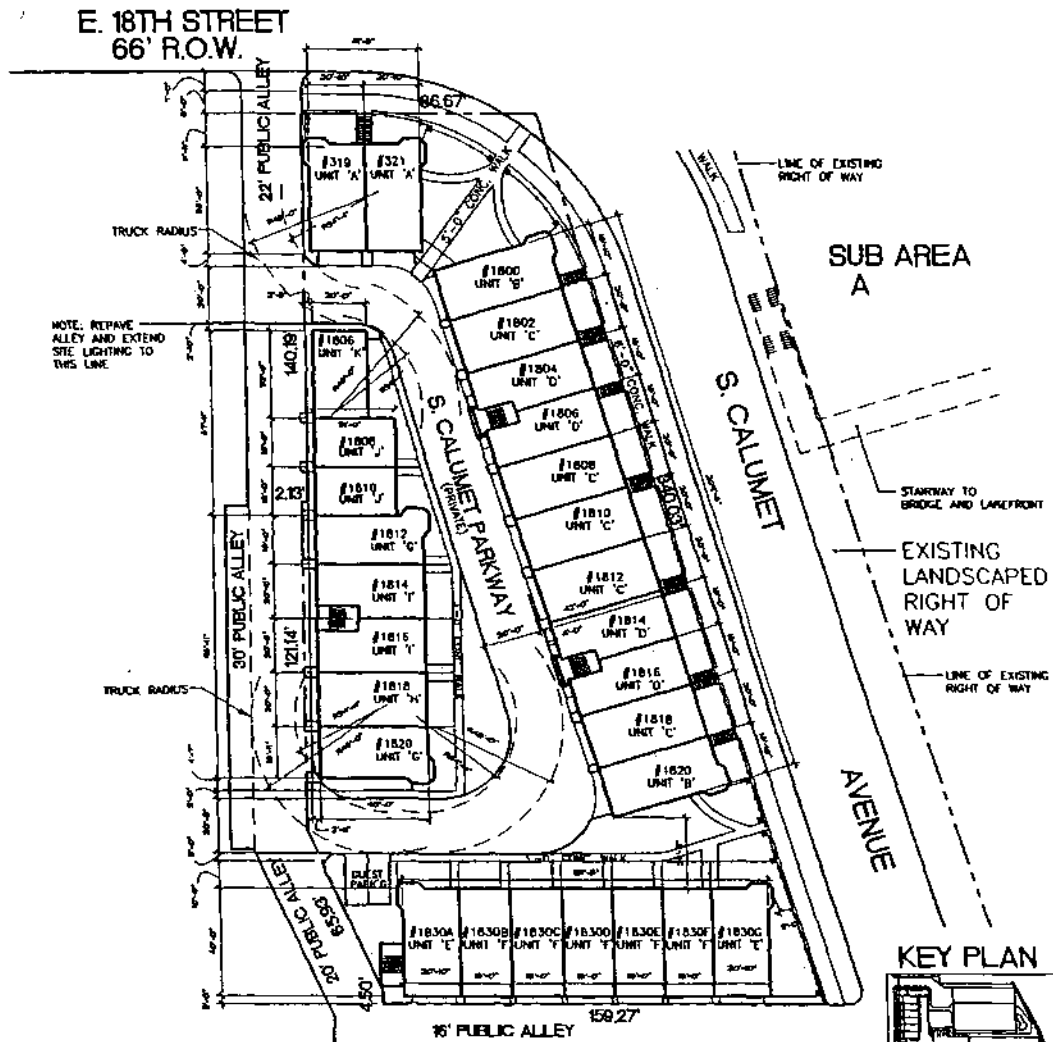




## SITE PLAN

APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
ADDRESS 177-731 S. PRAIRIE/ 378-321 E 18TH/ 300-326 E 18TH/ 1600-1630 S. CALUMET/CHICAGO IL  
DATE: JUNE 14, 2001



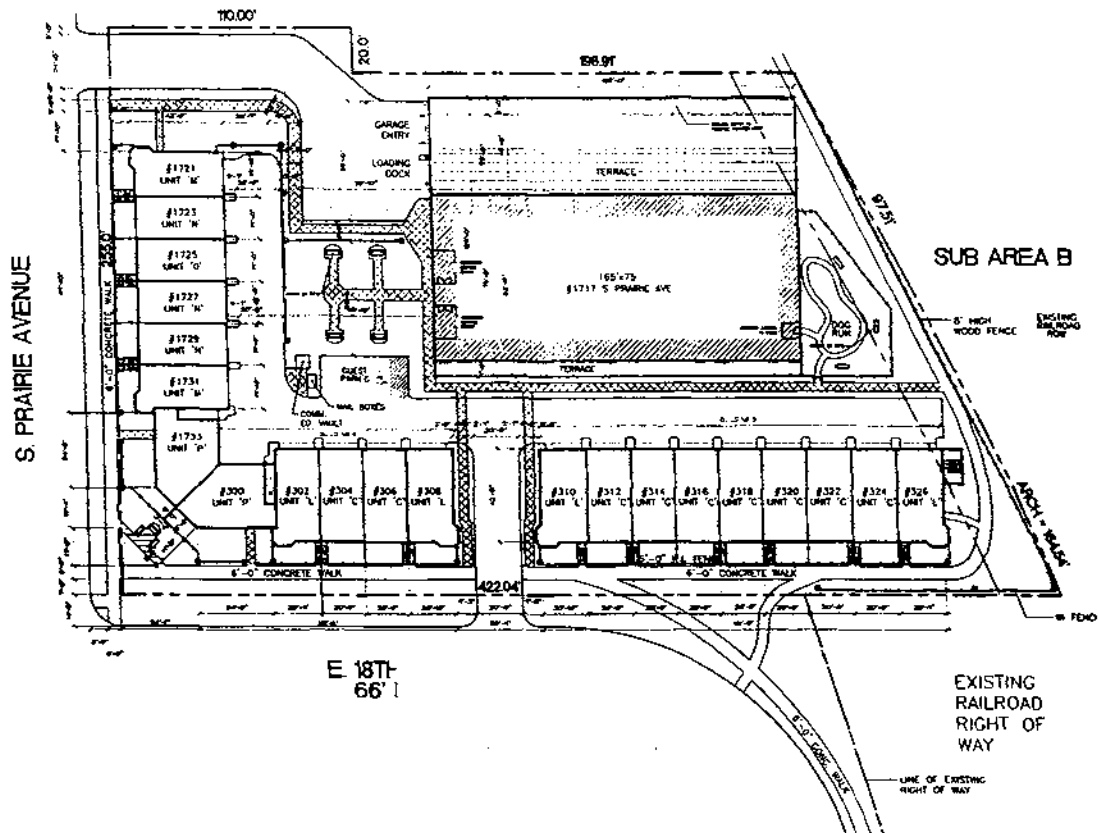


## SUB AREA A

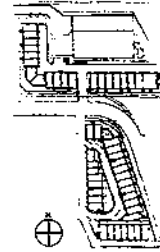
APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
 ADDRESS: 177-179 S. PEARL/ 319-321 E. 18TH/ 300-326 E. 18TH/ 800-830 S. CALUMET, CHICAGO, IL  
 DATE: JUNE 14, 2001



## Site Plan -- Subarea B.



## KEY PLAN



## SUB AREA B

APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
 ADDRESS: 1717-1731 S. PRAIRIE / 309-321 E. 18TH / 300-326 E. 18TH / 1800-1830 S. CALUMET CHICAGO, IL  
 DATE: JUNE 14, 2001





DECORATIVE PAVEMENT IN DRIVEWAY (TYP.)

1

2

3

4

5

6

DECORATIVE PAVEMENT IN DRIVEWAY (TYP.)

DECORATIVE PAVEMENT IN DRIVEWAY (TYP.)

1st St

2nd St

3rd St

4th St

5th St

6th St

7th St

8th St

9th St

10th St

11th St

12th St

13th St

14th St

15th St

16th St

17th St

18th St

19th St

20th St

21st St

22nd St

23rd St

24th St

25th St

26th St

27th St

28th St

29th St

30th St

31st St

32nd St

33rd St

34th St

35th St

36th St

37th St

38th St

39th St

40th St

41st St

42nd St

43rd St

44th St

45th St

46th St

47th St

48th St

49th St

50th St

51st St

52nd St

53rd St

54th St

55th St

56th St

57th St

58th St

59th St

60th St

61st St

62nd St

63rd St

64th St

65th St

66th St

67th St

68th St

69th St

70th St

71st St

72nd St

73rd St

74th St

75th St

76th St

77th St

78th St

79th St

80th St

81st St

82nd St

83rd St

84th St

85th St

86th St

87th St

88th St

89th St

90th St

91st St

92nd St

93rd St

94th St

95th St

96th St

97th St

98th St

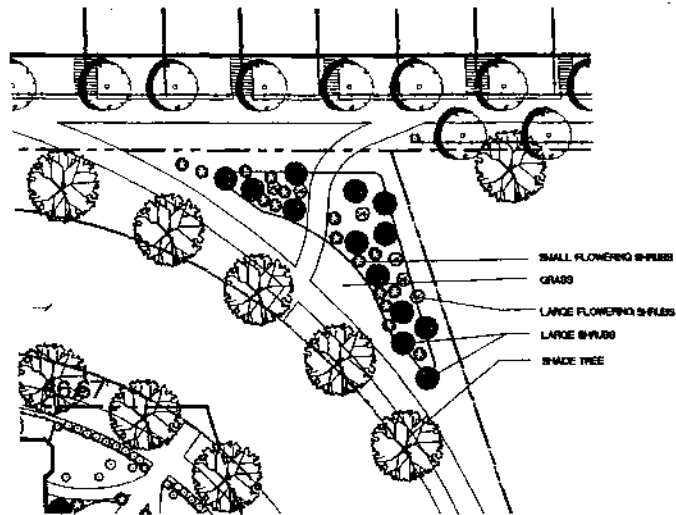
99th St

100th St

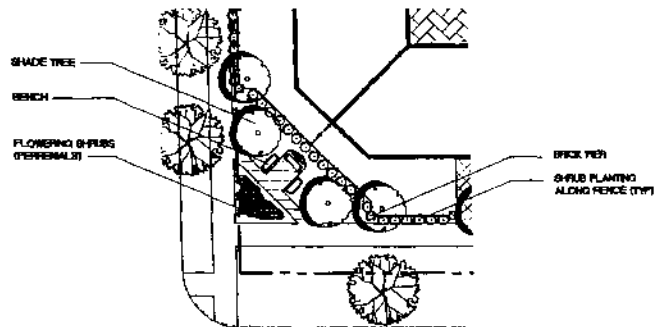
APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
ADDRESS: 1717-1731 S. PRAIRIE / 319-321 E. 18TH / 300-326 E. 18TH / 1800-1830 S. CALUMET, CHICAGO, IL  
DATE: JUNE 14, 2001



Enlarged Landscape Plan.  
(Page 1 of 3)



5 ENLARGED LANDSCAPE PLAN



6 ENLARGED LANDSCAPE PLAN

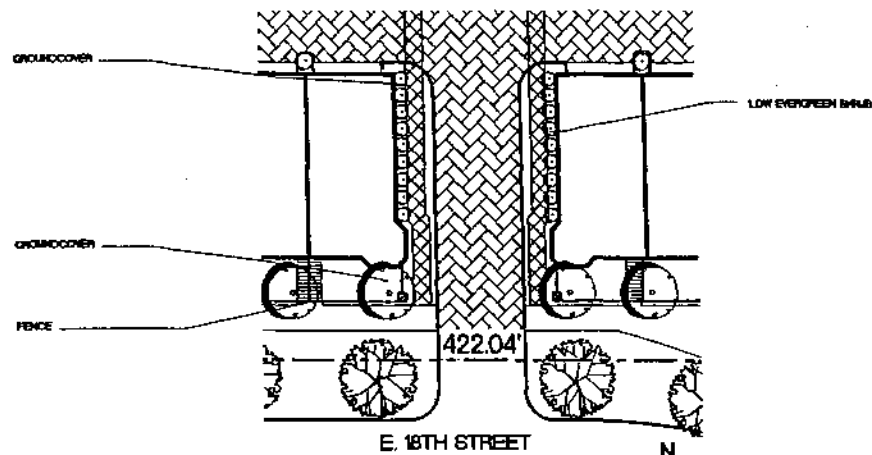


ENLARGED LANDSCAPE PLANS

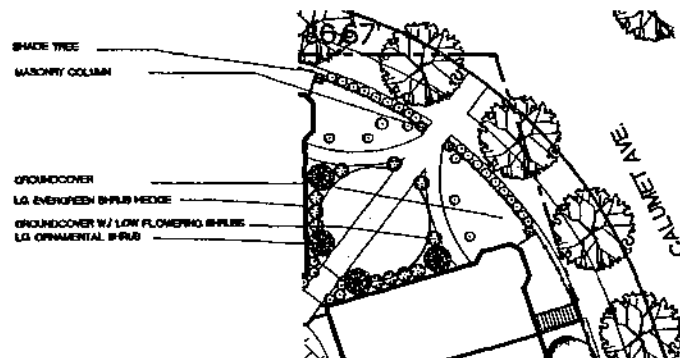
APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
ADDRESS: 1717-1731 S. PRAIRIE/ 319-321 E. 18TH/ 300-326 E. 18TH/ 1800-1830 S. CALUMET, CHICAGO, IL  
DATE: JUNE 14, 2001



Enlarged Landscape Plan.  
(Page 2 of 3)



1 ENLARGED LANDSCAPE PLAN



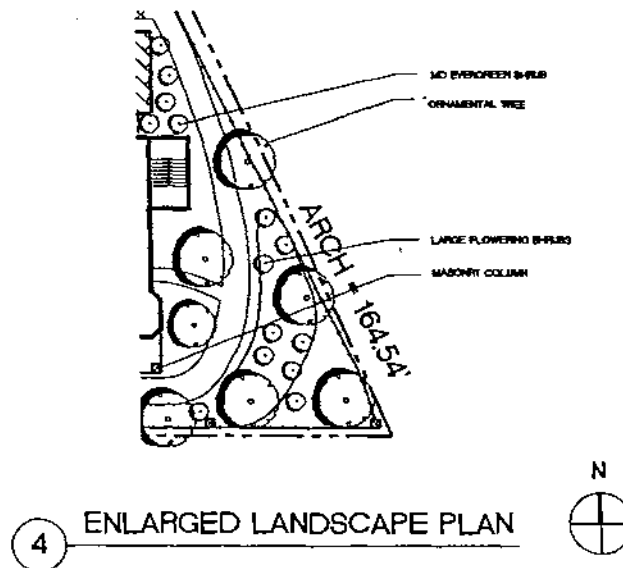
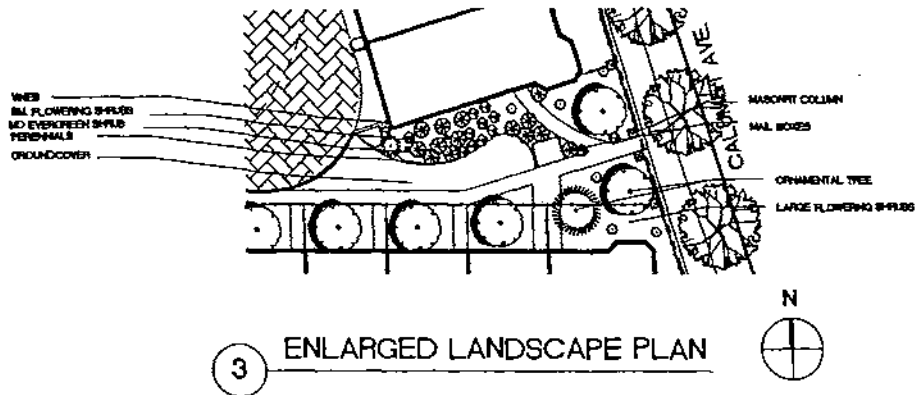
2 ENLARGED LANDSCAPE PLAN

ENLARGED LANDSCAPE PLANS

APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
 ADDRESS: 177-178 S. PRAIRIE / 312-321 E. 18TH / 300-326 E. 18TH / 1800-1830 S. CALUMET, CHICAGO, IL  
 DATE: JUNE 14, 2001



Enlarged Landscape Plan.  
(Page 3 of 3)

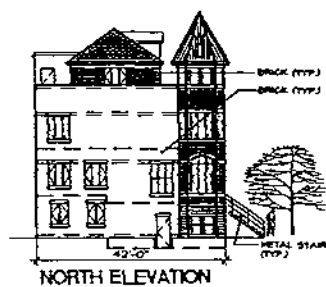
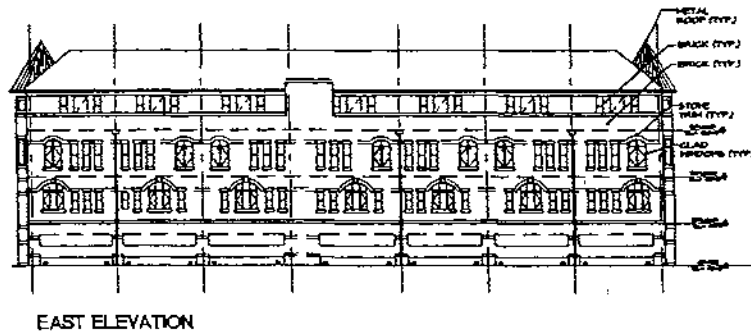
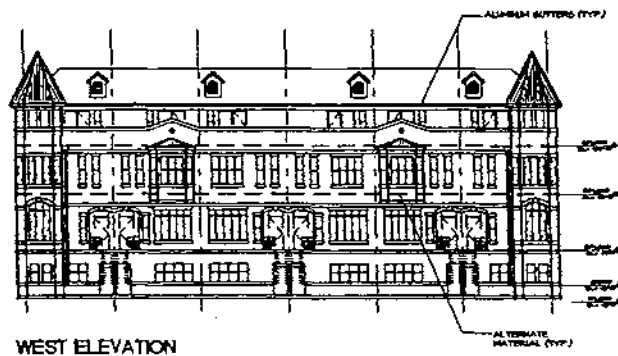


ENLARGED LANDSCAPE PLANS

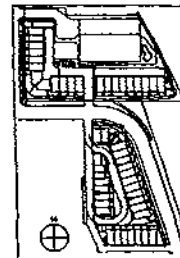
APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
ADDRESS: 1717-1731 S. PRAIRIE/ 919-321 E. 18TH/ 300-326 E. 18TH/ 1800-1830 S. CALUMET, CHICAGO, IL  
DATE: JUNE 14, 2001



Building Elevations -- (Townhomes)  
1721 -- 1733 South Prairie Avenue.



## KEY PLAN

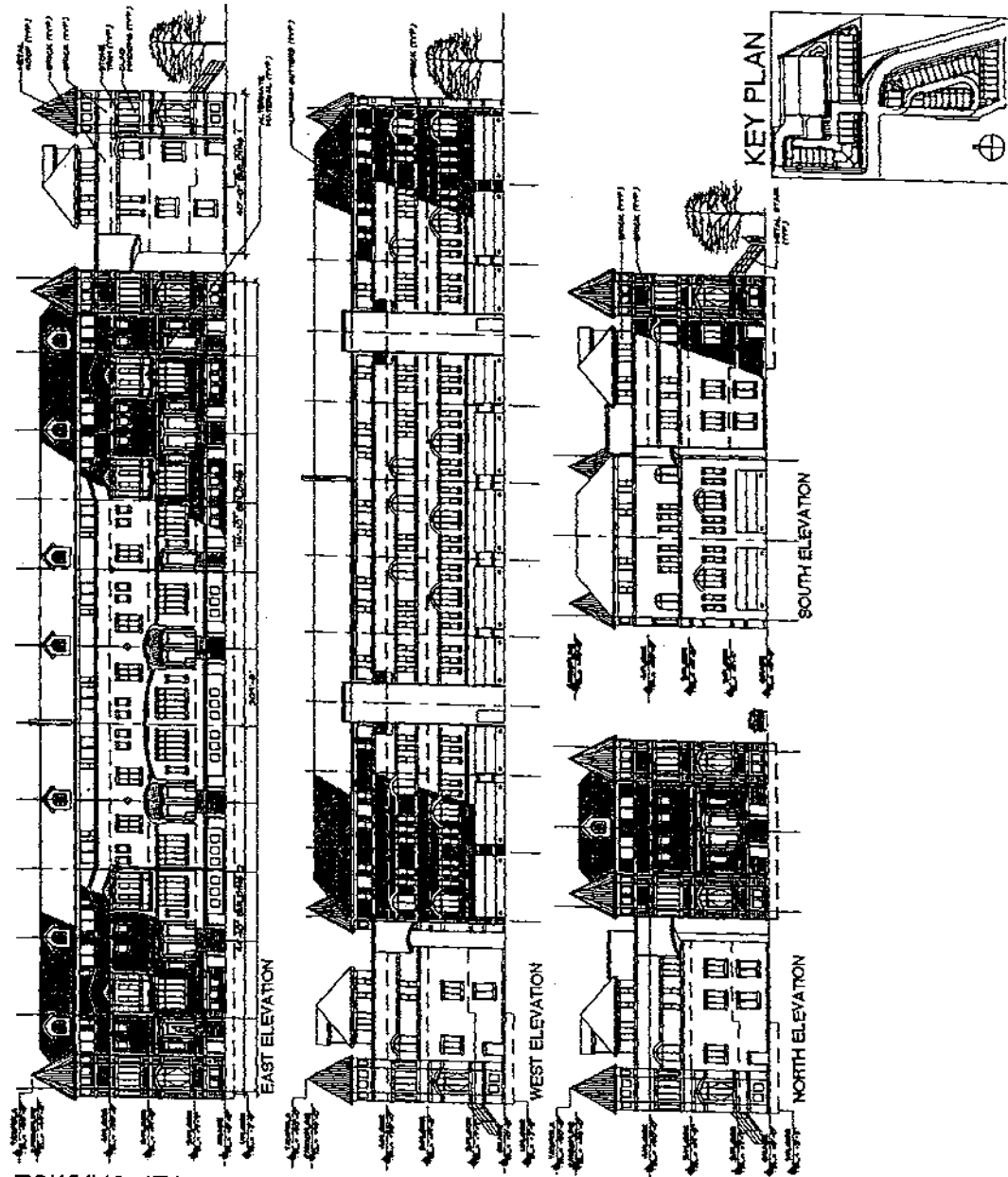


## TOWNHOMES - S. PRAIRIE AVE. (1721-1733)

APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
ADDRESS: 970-1731 S. PRAIRIE/ 370-321 E. 18TH/ 300-326 E. 18TH/ 800-1800 S. CALUMET, CHICAGO, IL  
DATE: JUNE 14, 2001



Building Elevations -- (Townhomes)  
1800 -- 1820 South Calumet Avenue.

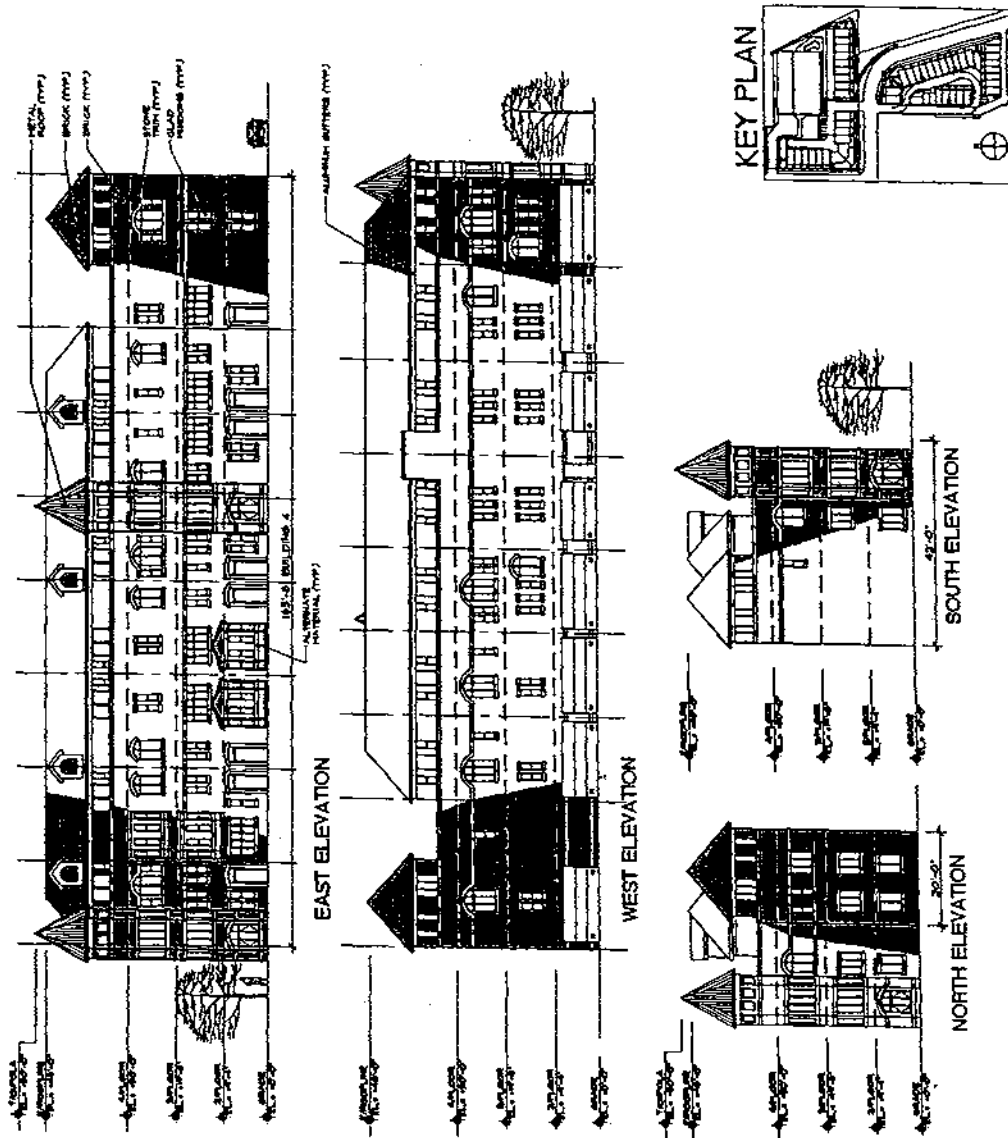


TOWNHOMES - CALUMET AVE. (1800-1820)

APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
ADDRESS: 1717-1721 S. PRAIRIE / 319-321 E. 17TH / 300-326 E. 17TH / 1800-1820 S. CALUMET / CHICAGO, IL  
DATE: JUNE 14, 2001



Building Elevations -- (Townhomes)  
1806 -- 1820 South Calumet Parkway.

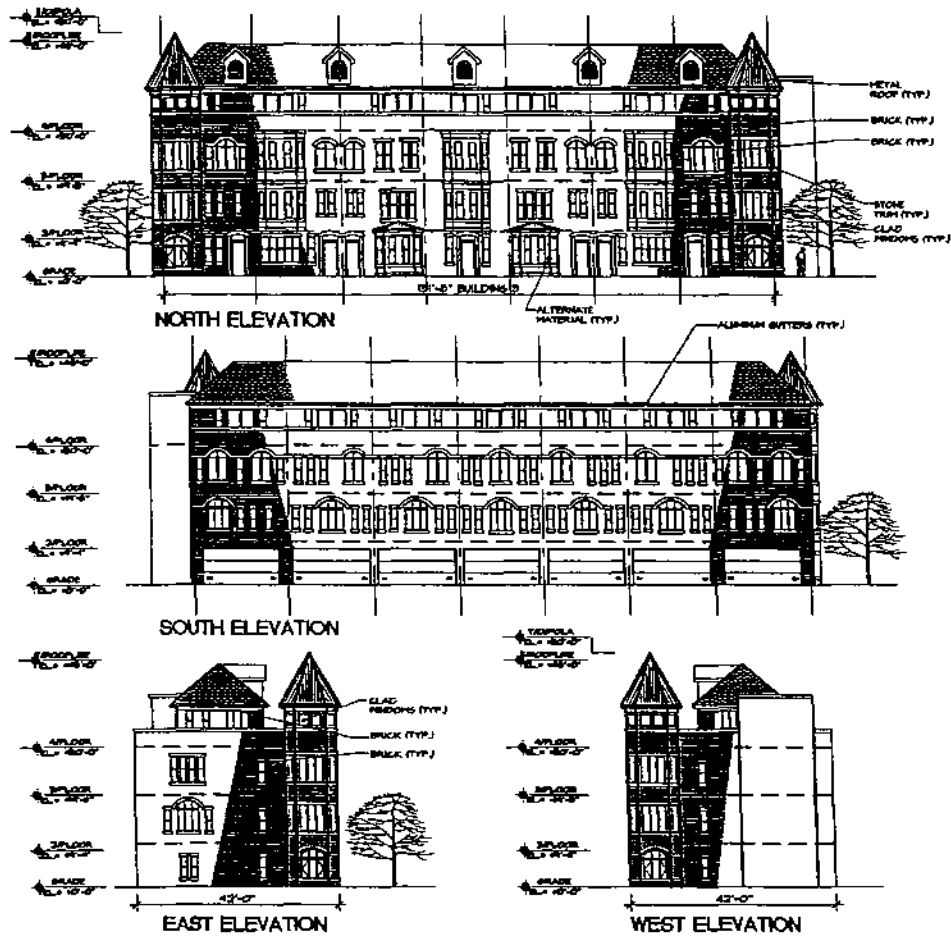


TOWNHOMES - CALUMET PARKWAY (1806-1820)

APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
ADDRESS: 577-1731 S. PRAIRIE/ 589-321 E. 18TH/ 300-325 E. 18TH/ 1800-1830 S. CALUMET, CHICAGO, IL  
DATE: JUNE 14, 2001



Building Elevations -- (Townhomes)  
1830 South Calumet Parkway.



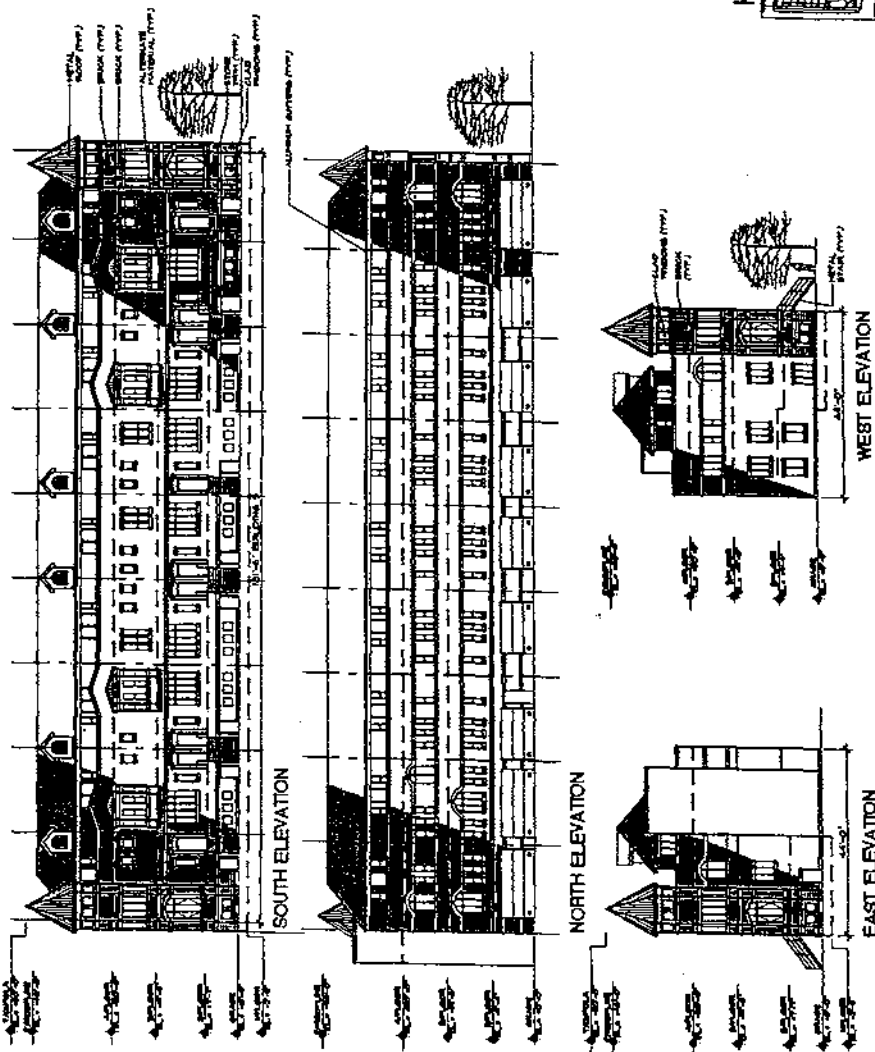
TOWNHOMES - CALUMET PARKWAY (1830)

APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
 ADDRESS: 177-179 S. PEARCE / 319-321 E. 18TH / 300-320 E. 18TH / 1800-1830 S. CALUMET, CHICAGO, IL  
 DATE: JUNE 14, 2001





Building Elevations -- (Townhomes)  
310 -- 326 East 18<sup>th</sup> Street.

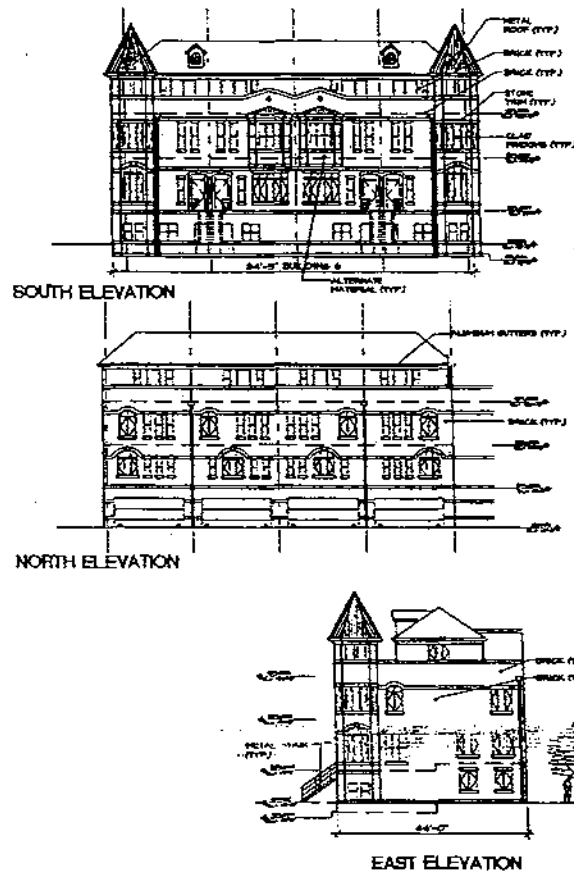


TOWNHOMES - 18th ST. (310-326)

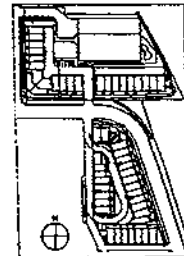
APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
ADDRESS: 170-171 S. PRAIRIE/ 310-321 E. 18TH/ 300-326 E. 18TH/ 1800-1800 S. CALUMET/CHICAGO, IL  
DATE: JUNE 14, 2001



Building Elevations -- (Townhomes)  
300 -- 308 East 18<sup>th</sup> Street.



KEY PLAN

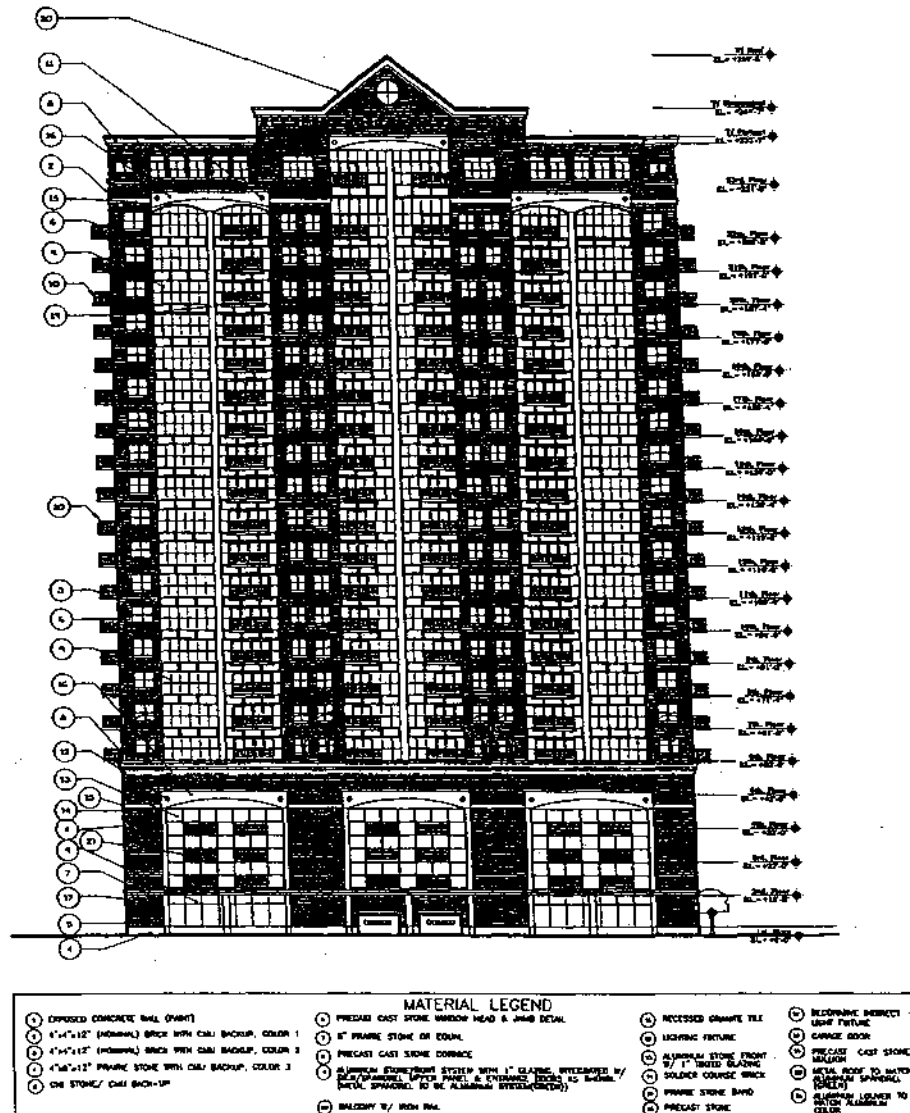


TOWNHOMES - 18th ST. (300-308)

APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
ADDRESS: 577-5731 S. PRAIRIE/ 319-321 E. 18TH/ 300-326 E. 18TH/ 1800-1830 S. CALUMET CHICAGO, IL  
DATE: JUNE 14, 2001



## Building Elevation (South Tower).



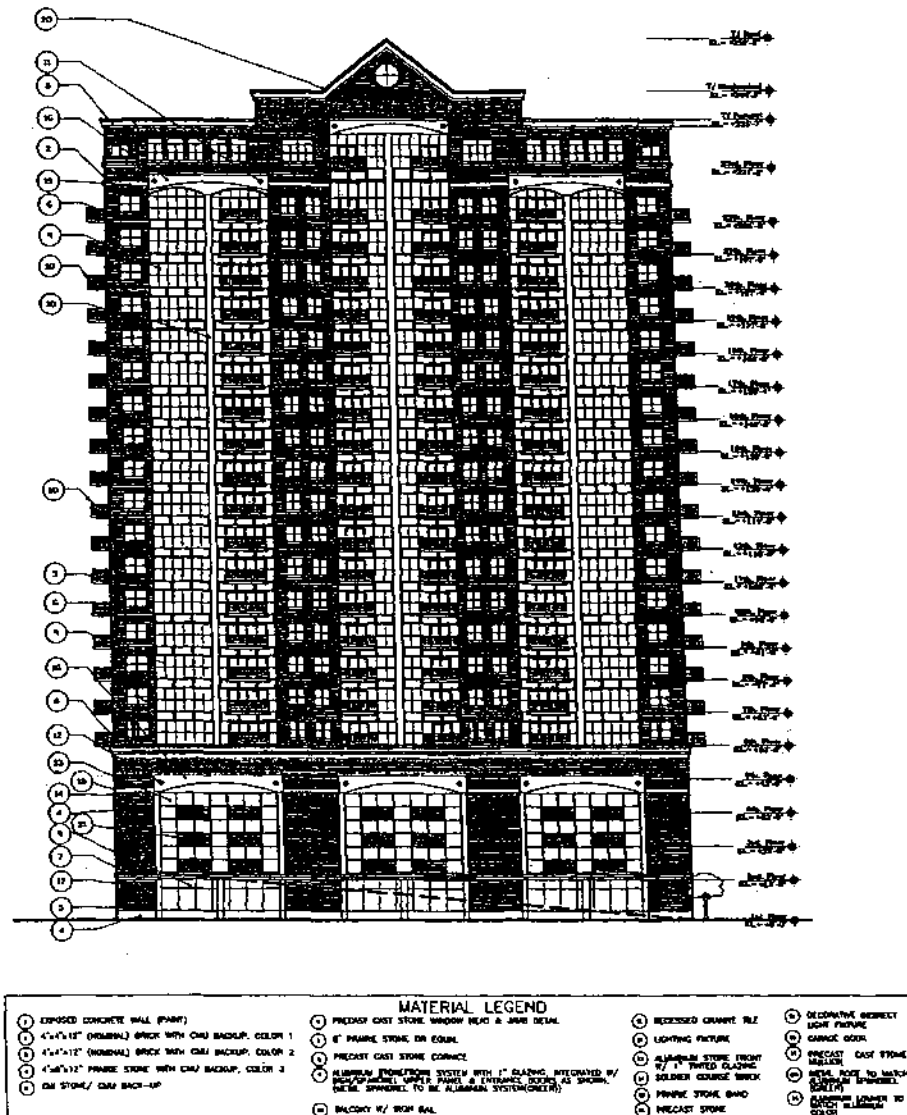
## SOUTH TOWER ELEVATION

N.T.S.

APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
 ADDRESS: 177-179 S. PEARLE/ 261-321 E. 18TH/ 300-326 E. 18TH/ 1600-1630 S. CALUMET, CHICAGO, IL  
 DATE: JUNE 14, 2001



## Building Elevation (North Tower).

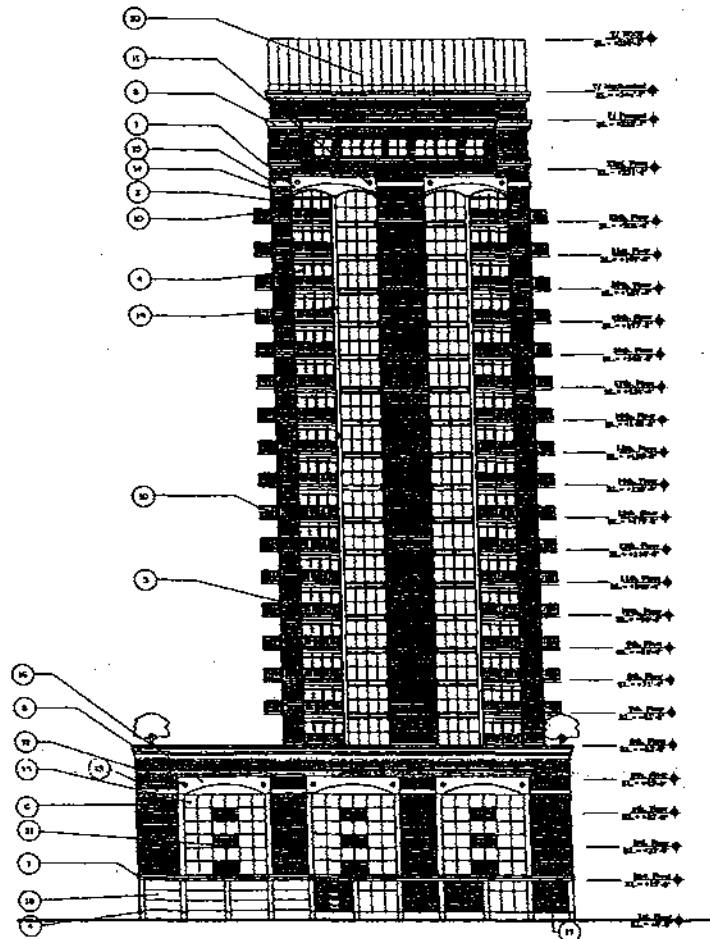


**NORTH TOWER ELEVATION**  
N.T.S.

APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
 ADDRESS: 177-178 S. PRAIRIE/ 319-321 E. 18TH/ 300-325 E. 18TH/ 1800-1830 S. CALUMET, CHICAGO, IL  
 DATE: JUNE 14, 2001



## Building Elevation (West Tower).



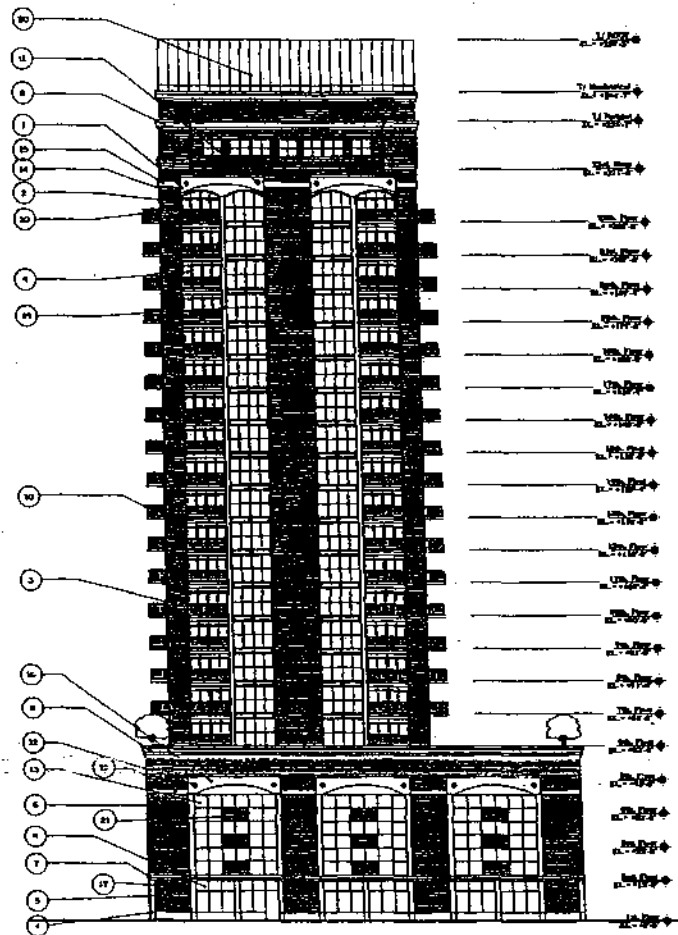
| MATERIAL LEGEND                                  |                                                                                                                                                                     |                                               |                                                       |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------------------------|
| ① EXPOSED CONCRETE WALL (PAINT)                  | ④ PRECAST CAST STONE WINDOW HEAD & JAMB DETAIL                                                                                                                      | ⑩ RECESSED GRANITE TILE                       | ⑭ RECONSTRUCTED BOWTIE<br>UNDER FUTURE<br>GARAGE DOOR |
| ② 4"x12" (NORMAL) BRICK WITH CMU BACKUP, COLOR 1 | ⑤ 6" FRAMING STONE ON CORNER                                                                                                                                        | ⑪ WORKING TEXTURE                             | ⑮ PRECAST CAST STONE<br>SHALLON                       |
| ③ 4"x12" (NORMAL) BRICK WITH CMU BACKUP, COLOR 2 | ⑥ PRECAST CAST STONE CORNER                                                                                                                                         | ⑫ ALABAMA STONE FRONT<br>W/ 1" FIELD CLADDING | ⑯ WITH RELY TO BRICK<br>REPAIR SPANDREL<br>(SEE 1)    |
| ⑦ 4"x12" FRAMING STONE WITH CMU BACKUP, COLOR 3  | ⑧ ALABAMA CONCRETE SYSTEM WITH 1" CLADDING, INTEGRATED W/<br>REINFORCING (SEE PANEL & CHIMNEY ELEVATIONS AS SHOWN.<br>METAL SPANDREL TO BE ALABAMA STONE (COLOR 1)) | ⑬ SOUTHERN COLORADO BRICK<br>(SEE 1)          | ⑰ ALABAMA CLADDING TO<br>MATCH REBRICK<br>COLOR       |
| ⑨ CMU STONE/ CMU BACK-UP                         | ⑪ BRIGHT W/ BRICK PALE                                                                                                                                              | ⑭ FRAMING STONE BAND                          |                                                       |
|                                                  |                                                                                                                                                                     | ⑮ PRECAST STONE                               |                                                       |

WEST TOWER ELEVATION  
NTS.

APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
 ADDRESS: 177-178 E. FRANKLIN / 379-381 E. 18TH / 300-326 E. 18TH / 800-830 S. CALUMET, CHICAGO, IL  
 DATE: JUNE 14, 2001



## Building Elevation (East Tower).

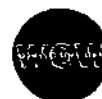


| MATERIAL LEGEND                                        |                                                                                                                                                                            |                                               |                                                                                |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|--------------------------------------------------------------------------------|
| 1 EXPOSED CONCRETE WALL (PAINT)                        | 10 PRECAST CAST STONE WINDOW HEAD & SILL DETAIL                                                                                                                            | 16 RECESSED GRANITE TILE                      | 25 DECORATIVE GEMSET LIGHT FIXTURE                                             |
| 2 4"x12" (HORIZONTAL) BRICK WITH CHALK BACKUP, COLOR 1 | 11 8" FRAME STONE OR CORAL                                                                                                                                                 | 17 LEADING FRAME                              | 26 GEMSET BOOR                                                                 |
| 3 4"x12" (HORIZONTAL) BRICK WITH CHALK BACKUP, COLOR 2 | 12 PRECAST CAST STONE CORNICE                                                                                                                                              | 18 ALUMINUM STONE (FRONT BY 1" RETIC GLAZING) | 27 PRECAST CAST STONE BRILLIANT                                                |
| 4 4"x12" (HORIZONTAL) BRICK WITH CHALK BACKUP, COLOR 3 | 13 ALUMINUM WINDOW/DOOR STEEL WITH 1" GLAZING, INTEGRATED BY/ WITH/SPRINKLER, SPRINKLER PANEL & ENTRANCE DOOR, AS SHOWN (MATERIAL, SPECIAL, PT. BY ALUMINUM SYSTEMS/GRILL) | 19 SOLID COURSE BRICK                         | 28 WITH ROOF TO MATCH (MATERIAL, SPECIAL, PT. BY ALUMINUM SYSTEMS/GRILL)       |
| 5 CHALK STONE/ CHALK BACKUP                            | 14 BALCONY BY/ FROM PAUL                                                                                                                                                   | 20 FRAME STONE BAND                           | 29 ALUMINUM WINDOW TO MATCH (MATERIAL, SPECIAL, PT. BY ALUMINUM SYSTEMS/GRILL) |
|                                                        |                                                                                                                                                                            | 21 PRECAST STONE                              |                                                                                |

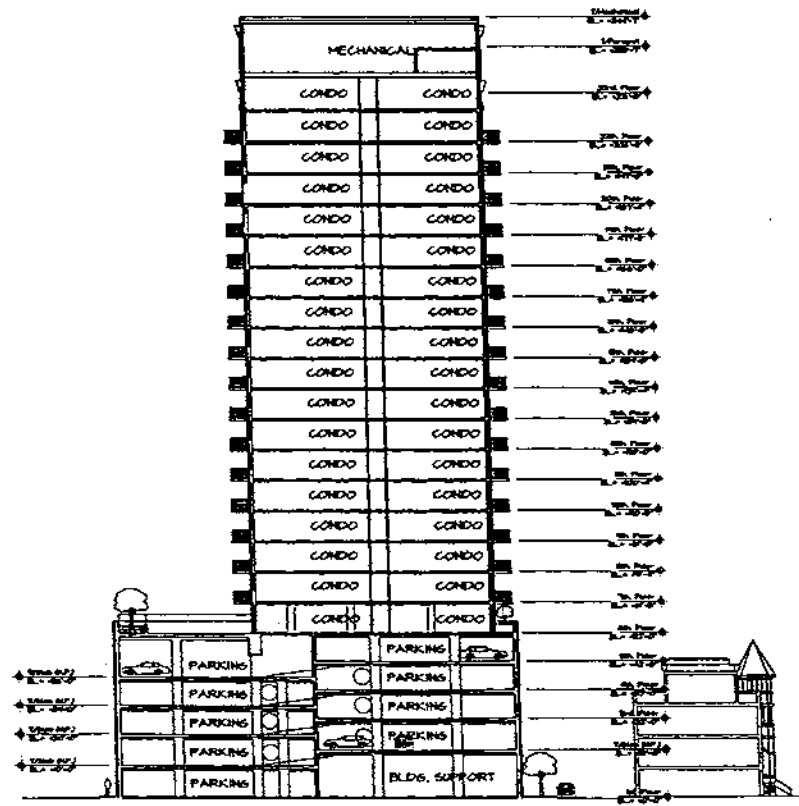
## EAST TOWER ELEVATION

N.T.S.

APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
 ADDRESS: 170-1721 S. PRAIRIE/ 312-321 E. NTH/ 300-326 E. NTH/ 1800-1830 S. CALUMET, CHICAGO, IL  
 DATE: JUNE 14, 2001



## Building Section Through Tower And Townhome.



## BUILDING SECTION THROUGH TOWER AND TOWNHOME

(NTS)

APPLICANT: CENTRAL STATION LIMITED PARTNERSHIP  
 ADDRESS: 177-1731 S. PRAIRIE / 319-321 E. 18TH / 300-326 E. 18TH / 800-800 S. CALUMET, CHICAGO, IL  
 DATE: JUNE 14, 2001



*Reclassification Of Area Shown On Map Number 9-I.*  
(Application Number 13695)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map Number 9-I in the area bounded by:

West Irving Park Road; the alley next west of and parallel to North Western Avenue; the alley next south of and parallel to West Irving Park Road; and a line 276 feet west of and parallel to North Western 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 after its passage and due publication.

---

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO  
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION  
OF AREA SHOWN ON MAP NUMBER 11-L.

(Application Number 13707)

The Committee on Zoning submitted the following report:

CHICAGO, July 31, 2002.

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

Reporting for your Committee on Zoning, for which a meeting was held on July 23, 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 eight ordinances which were corrected and amended in their amended form. They are Application Numbers 13665, 13738, 13687, A-4939, 13636, 13576, 13581 and 13559.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 13685, 13692, 13691 and 13694 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Please let the record also reflect that Alderman Tom Allen has abstained from voting on Application Number 13707 under the provisions of Rule 14 of the City Council's Rules of Order 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 13685, 13692, 13691 and 13694 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure and Alderman Tom Allen abstains from voting on Application Number 13707 utilizing the same provision 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- None.

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

Alderman Allen invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had a prior business relationship with the applicant to this ordinance.

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 B4-1 Restricted Service District symbols and indications as shown on Map Number 11-L in the area bounded by:

a line perpendicular to North Milwaukee Avenue, 200.00 feet northwest of the intersection of North Milwaukee Avenue and West Pensacola Avenue running northeast for a distance of 125.00 feet; the public alley northeast of and parallel to North Milwaukee Avenue; West Pensacola Avenue; and North Milwaukee Avenue, to the point of beginning,

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.

---

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO  
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION  
OF AREA SHOWN ON MAP NUMBER 5-I.

The Committee on Zoning submitted the following report:

CHICAGO, July 31, 2002.

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

Reporting for your Committee on Zoning, for which a meeting was held on July 23, 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 eight ordinances which were corrected and amended in their amended form. They are Application Numbers 13665, 13738, 13687, A-4939, 13636, 13576, 13581 and 13559.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 13685, 13692, 13691 and 13694 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Please let the record also reflect that Alderman Tom Allen has abstained from voting on Application Number 13707 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 13685, 13692, 13691 and 13694 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure and Alderman Tom Allen abstains from voting on Application Number 13707 utilizing the same provision of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,  
*Chairman.*

Aldermen Ocasio moved to *Substitute* a proposed ordinance for an ordinance transmitted with the foregoing committee report. The motion to substitute *Prevailed*.

Thereupon, on motion of Alderman Banks, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*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. The Chicago Zoning Ordinance be amended by changing all of the B4-1 Restricted Service District symbols and indications as shown on Map Number 5-I in the area bounded by:

West North Avenue; a line 50 feet east of North Rockwell Street; the alley next north of and parallel to West North Avenue; and North Rockwell Street,

to those of a B4-2 General Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and in 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, July 31, 2002.

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

Reporting for your Committee on Zoning, for which a meeting was held on July 23, 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 eight ordinances which were corrected and amended in their amended form. They are Application Numbers 13665, 13738, 13687, A-4939, 13636, 13576, 13581 and 13559.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 13685, 13692, 13691 and 13694 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Please let the record also reflect that Alderman Tom Allen has abstained from voting on Application Number 13707 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 13685, 13692, 13691 and 13694 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure and Alderman Tom Allen abstains from voting on Application Number 13707 utilizing the same provision 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, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map Number 1-E.*  
(As Amended)  
(Application Number 13559)

*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 B6-7 Restricted Central Business District symbols and indications as shown on Map Number 1-E in the area bounded by:

East North Water Street; North Rush Street; the north dock line of the Chicago River; a line from the last described point to a point 275.80 feet east of the east line of North State Street and 313.09 feet south of the south line of East Kinzie Street to a point 246.04 feet east of the east line of North State Street and 277.43 feet south of the south line of East Kinzie Street; a line from the last described point to a point 149.02 feet east of the east line of North State Street and 318.49 feet south of the south line of East Kinzie Street; a line from the last described point to a point 135.80 feet east of the east line of North State Street and 286.76 feet south of the south line of East Kinzie Street; a line from the last described point to a point 135.80 feet east of the east line of North State Street and 170.17 feet south of the south line of East Kinzie Street; a line from the last described point to a point 155.29 feet east of the east line of North State Street and 155.49 feet south of the south line of East Kinzie Street; a line from the last described point to a point 188.61 feet east of the east line of North State Street and 126.41 feet south of the south line of East Kinzie Street; a line from the last described point to a point 220.10 feet east of the east line of North State Street and 97.46 feet south of the south line of East Kinzie Street; a line from the last described point to a point 221.58 feet east of the east line of North State Street and 96.06 feet south of the south line of East Kinzie Street; a line from the last described point to a point 259.51 feet east of the east line of North State Street and 60.98 feet south of the south line of East Kinzie Street; a line from the last described point to a point 284.20 feet east of the east line of North State Street and 39.61 feet south of the south line of East Kinzie Street; a line from the last described point to a point 310.13 feet east of the east line of North State Street and 19.30 feet south of the south line of East Kinzie Street; a line from the last described point to a point 346.36 feet east of the east line of North State Street and 5.69 feet north of the south line of East Kinzie Street or the line thereof extended where no street exists; a line from the last described point to a point 384.17 feet east of the east line of North State Street and 27.92 feet north of the south line of East Kinzie Street or the line thereof extended where no street exists; a line from the last described point to a point 387.61 feet east of the east line of North State Street and 29.94 feet north of the south line of East Kinzie Street or the line thereof extended where no street exists; and a line from the last described point to a point 399.60 feet east of the east line of North State Street and 49.21 feet north of the south line of East Kinzie Street or the line thereof extended where no street exists,

to those of a Residential Business Planned Development 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.

Plan of Development Statements referred to in this ordinance read as follows:

*Waterway Residential Business Planned Development  
Number \_\_\_\_\_.*

*Plan Of Development Statements.*

1. The area delineated herein as Waterway Residential Business Planned Development Number \_\_\_\_ (the "Planned Development"), consists of approximately one hundred two thousand seven hundred forty-eight (102,748) net square feet (approximately 2.3588 acres) of property (including seventy-four thousand nine hundred eighty-six (74,986) square feet at the level of Upper Wabash Avenue) located in the area generally bounded on the north by East North Water Street and East Kinzie Street; on the east by North Rush Street; on the south by the north dock line of the Chicago River; and on the west by the eastern boundary of Business Planned Development Number 55 (commonly referred to as the IBM Planned Development) and by the westerly lines of North Wabash Avenue (the "Property"). The Property is owned or controlled by the applicant, 401 North Wabash Venture, L.L.C., a Delaware limited liability company.
2. All applicable official reviews, approvals or permits are required to be obtained by the applicant. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the applicant, its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the applicant, its successors and assigns and, if different than the applicant, the legal 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 applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this statement 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 of the Property. For purposes of this Planned Development, where portions of the improvements located on the Property have been submitted to the Illinois Condominium Property Act, the term "owner" shall be deemed to refer solely to the condominium association of the owners of such portions

of the improvements and not to the individual unit owners therein. Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein (other than an assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness) and solely with respect to the portion of the Property so transferred, the term applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This plan of development consists of these fifteen (15) statements; a Bulk Regulations and Data Table; and the following documents prepared by Skidmore, Owings and Merrill, L.L.P. dated July 18, 2002 (collectively, the "Plans"): an Existing Zoning Map; a Planned Development Property Line and Boundary Map; an Existing Land-Use Map; a Site Plan; a Mezzanine Plan; a Lower Wabash Plan; a Landscape Plan; Building Elevations Southeast and Northeast; Building Elevations Southwest and Northwest; a Separation Line Diagram; and Green Roof Plan. Full-sized copies of the Plans are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
5. The uses permitted in the area delineated herein as Waterway Residential Business Planned Development Number \_\_\_\_\_ shall include the following uses as well as any uses accessory thereto: Dwelling Units, provided that the total number of Dwelling Units shall not exceed five hundred (500); accessory and non-accessory parking; loading; banks, business and professional offices; retail, service and commercial facilities, including but not limited to, health clubs; enclosed and unenclosed restaurants and taverns, including live entertainment and dancing and the serving of liquor in connection therewith; telecommunications facilities, including but not limited to, antennas and satellite dishes; parks; hotels; boat docks; and all other uses allowed as permitted in the B6-7 Restricted Central Business District.
6. Business identification signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.



7. 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. Any changes to ingress and egress as depicted in the Plans and as set forth below shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. In addition, the following matters shall be applicable to the use and development of the Property:
  - a. The loading berths and the underground two (2) level parking facility shown on the Plans shall be accessed at the westerly boundary of the Property at the approximate existing level of East Kinzie Street and East North Water Street and crossing the area currently occupied by railroad tracks lying west/northwest of and adjacent to the Property's westerly boundary. Applicant shall cooperate with the Department of Transportation and the Department of Planning and Development regarding loading operations to coordinate with potential busway operations which may hereafter be established along the existing railroad tracks, East Kinzie Street and East North Water Street.
  - b. In addition to the underground two (2) level parking facility, parking facilities will be located within an above grade multi-level parking facility that will be accessed by means of a helix structure located generally at the intersection of North Wabash Avenue, East Kinzie Street and East North Water Street. The vehicular entrance for this facility shall be located on Upper North Wabash Avenue and East Kinzie Street. The vehicular exit from this facility shall be located at the lower level of East North Water Street.
  - c. If, within five (5) years of completion of construction of the building to be located on the Property, the City determines that a traffic signal is warranted at the intersection of the lower level of North Rush Street and East Kinzie Street/North Water Street (as depicted on the Lower Wabash Plan) and proceeds to install and activate the same, Applicant agrees to contribute a pro rata share of the costs of such signal based on the proportionate impact on such intersection specifically and fairly attributable to traffic generated from the proposed building.
  - d. Portions of the Property owned or controlled by the applicant located immediately beneath the Upper North Wabash Avenue viaduct/deck may be utilized by the Applicant for parking purposes as designated on the Lower Wabash Plan. Applicant acknowledges that such parking spaces will be re-striped and reconfigured as necessary to

accommodate the required relocation of any structural support columns and caissons in connection with the reconstruction, remodeling or reconfiguration by the City of the Upper North Wabash Avenue viaduct/deck above. It is acknowledged that areas for parking located beneath Upper North Wabash Avenue as shown on the Lower Wabash Plan are supplemental to the fully enclosed, below grade and above grade parking facilities serving the development on the Property.

- e. (i) Subject to approval by the Department of Transportation, in connection with the construction of the building and related improvements, applicant shall improve the area of Upper North Wabash Avenue that is currently dedicated to vehicular traffic by (A) removing the existing median strip, (B) installing a new approximately ten (10) foot wide public sidewalk east of the easterly curb and west of the "Separation Line" as labeled on the Separation Line Diagram, (C) reducing the width of pavement dedicated to vehicular traffic from approximately seventy-nine (79) feet (face of curb to face of curb) to approximately fifty-five (55) feet (face of curb to face of curb) by adjusting the easterly curb face in the westerly direction, and (D) reconstructing the area immediately to the east of the Separation Line as part of the integrated private plaza and pedestrian entry system depicted on the Plans.

(ii) As of the date hereof, certain structural components of Upper North Wabash Avenue (including its deck and supporting viaduct) are structurally integrated with existing improvements on the Property. The City intends at some point in the future to reconstruct, repair and replace (at the City's sole cost and expense) the vehicular areas of Upper North Wabash Avenue (including both deck components and the supporting viaduct) lying west of the Separation Line shown on the Separation Line Diagram. In connection with the construction of the improvements on the Property pursuant hereto, the applicant intends to construct, repair and replace (at the applicant's sole cost and expense) the surface improvements lying east of the Separation Line shown on the Separation Line Diagram and the necessary structural supports for such improvements, and additionally intends to locate within such area structural columns and other components of the development contemplated hereby including portions of the helix serving the above grade parking facility. In connection with the City's undertaking of improvements west of the Separation Line and the applicant's undertaking of improvements east of the Separation Line (as set forth above), the applicant shall cooperate and coordinate with the Department of Transportation during design and construction, as feasible, including provision of temporary support

if necessary, and the applicant and the Department of Transportation intend that the respective improvements on either side of the Separation Line shall be structurally separate and individually supported upon completion.

8. The maximum height of improvements on the Property shall be one thousand one hundred twenty-five (1,125) feet as measured from the uppermost surface of North Wabash Avenue (approximately plus thirty and zero-tenths (+ 30.0) feet above Chicago City Datum), provided that elevator shafts, mechanical penthouses and enclosures, telecommunications facilities and architectural design elements such as spires shall be excluded in calculating such height limitation.
9. In addition to the maximum height of the building and any appurtenances 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.
10. The improvements on the Property shall be designed, constructed and maintained in substantial conformance with the Bulk Table and the Plans and in accordance with the following:
  - a. Prior to the issuance by the Department of Planning and Development of a determination pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance for any development of the Property ("Part II Approval"), a site plan for the multilevel riverfront park/plaza to be provided on the Property, on the upper surface/deck of East North Water Street and on portions of adjacent North Rush Street, all as shown on the Plans (collectively, the "River Park/Plaza Improvements") shall be submitted to the Department for approval. Site plan approval for the River Park/Plaza Improvements is intended to assure that the specific components thereof substantially conform with this Planned Development. No other site plan approval shall be required in connection with the development of the Property pursuant to this Planned Development.

If the site plan for the River Park/Plaza Improvements substantially conforms with the provisions of this Planned Development, the Department shall approve said site plan. Following approval thereof by the Department, such site plan shall be kept on permanent file with the Department and shall be deemed to be an integral part of this Planned Development. After approval of a site plan by the Department for the River Park/Plaza Improvements, such site plan may be changed or modified pursuant to the provisions of Statement Number 12 of this Planned Development. In the event of any

inconsistency between such approved site plan and the terms of the Planned Development (including any amendments hereto which may be in effect at the time of such approval), the terms of the Planned Development (as the same may be so amended) shall govern.

In connection with such site plan approval, the applicant shall provide sufficient information as may reasonably be required by the Department to allow a detailed understanding of the River Park/Plaza Improvements. The following additional criteria shall apply:

- The design and components of the River Park/Plaza Improvements shall be consistent with information contained on the Landscape Plan and shall include a minimum of ninety (90) trees within planting beds, other landscaping, outdoor seating, lighting, a water feature, outdoor dining, and elevators connecting various levels of the improvements and providing accessibility for the disabled.
- Applicant shall design, construct and maintain the components of the River Park/Plaza Improvements within North Rush Street in a manner that will maintain a view corridor along North Rush Street to the Chicago River. Such design may include a surface that gradually slopes towards the River and which maintains two (2) rows of trees towards the sides of such area.
- Landscaping within the North Rush Street right-of-way shall include such elements as planter boxes surrounding the trees to provide seating, terraced planters and planters at the river edge.
- All of the open-to-air components of the River Park/Plaza Improvements (including the two (2) exterior elevators shown on the Plans) shall be open to the public twenty-four (24) hours a day, and applicant shall provide security services for such portions of the River Park/Plaza Improvements at all times. At various locations, including at or near the elevators and staircases, the applicant shall post signage regarding the public accessibility of said open-to-air components.

- Applicant shall be solely responsible to maintain the River Park/Plaza Improvements, including the portions thereof located on the bridge deck over East North Water Street/East Kinzie Street and the portions thereof located in the North Rush Street right-of-way, at the applicant's sole cost and expense.
- Applicant shall have no obligation to undertake refurbishment or reconstruction of the structural components of the deck over East North Water Street/East Kinzie Street on which portions of the River Park/Plaza Improvements are to be located, it being acknowledged that such structure is owned by the City and the responsibility for the maintenance, repair and replacement of the structural components thereof shall remain with the City and that the portion of the River Park/Plaza Improvements to be undertaken by the applicant is limited to the surface thereof.
- Where restaurants which may be located along and adjacent to the River Park/Plaza Improvements include outdoor seating, a minimum of eight (8) feet of clear space shall be maintained to permit uninterrupted pedestrian movement.
- Subject to appropriate engineering analyses regarding wind effects and subject to approval of the Department of Planning and Development, a glass canopy may be included above the lower level of the river walk at the applicant's sole option.
- Applicant shall work with the City to provide a kiosk or other appropriate directional signage at North Michigan Avenue advising pedestrians as to access to the River Park/Plaza Improvements, including the walkway, park, arcade, through-block connection and various transportation facilities located at the Property or adjacent thereto (including but not limited to a water taxi-stop, bus stops or light rail stop).
- The Applicant shall provide bike racks at various locations on the River Park/Plaza Improvements.

- The City and the Applicant acknowledge the desirability of the applicant constructing a floating walkway connecting the River Park/Plaza Improvements to the boat dock adjacent to the Wrigley Building along the Chicago River, as shown on the Site Plan. Applicant shall continue to study the feasibility of providing such floating walkway, provided that the final design, materials and construction methods shall be satisfactory to the City and the applicant, and shall be subject to the obtaining of all necessary approvals by any required agency (such as the Army Corps of Engineers) having jurisdiction thereover, and if satisfactory resolution of such items is achieved, the applicant shall construct such walkway. If, for any reason, it is determined that a mutually acceptable design and implementation strategy for the floating walkway cannot be achieved, the remaining provisions of this Planned Development shall remain in full force and effect and the applicant's failure to provide such floating walkway shall not be deemed a condition to the receipt of site plan approval for the River Park/Plaza Improvements or for Part II Approval.
  - Applicant shall complete construction of the River Park/Plaza Improvements not later than two (2) years following occupancy of any portion of the building to be constructed pursuant hereto.
- b. The architectural design philosophy for the building is to provide a contextual fit to the site through positioning the tower parallel to the river's edge on the south and relating to the north/south grid of the City by shaping the building to conform to this grid. Further connections to the adjacent context are made through the use of setbacks in the tower's massing to relate to the adjacent building fabric. The first (1<sup>st</sup>) setback is on the east side of the tower at a height that is essentially the same as the cornice line of the Wrigley Building to the east. The next setback is on the west side of the tower and relates both to the height of the residential tower to the north and Marina City. The third (3<sup>rd</sup>) and final setback is on the east side of the tower and relates to the height of the IBM building immediately adjacent. The facade treatment of this tower attempts to relate both to the Wrigley Building through a spacing of the outset mullions in a rhythm that corresponds to the major/minor rhythm and spacing of the Wrigley facade. The materials proposed are light silver palate metals used to reflect and refract the light from many sun angles and are out from the glass surface in order to provide a

density and thickness to the otherwise flush transparent glass wall. This mullion system is both vertical and horizontal in order to provide a delicate lattice work to the facade.

In connection with the foregoing, the materials, proportion and design criteria for the Elevations shall be as follows:

Materials:

- The facade shall be comprised of glass and metal.
- Glass shall be non-reflected and shall be clear or tinted blue, green or light gray.
- Metal shall be of a reflective nature and either be or be similar in appearance to stainless steel.
- When measured in elevation, approximately seventy-five percent (75%) of all metal pieces shall be made up of extruded elements which, individually measure no more than five (5) square feet in cross section.

Proportions:

- Each building facade when measured in elevation shall have no less than seventy percent (70%) glass. Spandrel glass shall be considered glass for purposes of this calculation.
- Each building facade when measured in elevation shall have no less than fifteen percent (15%) metal.

Design Criteria:

- To achieve shadow variation, provide texture and reflect light, approximately fifty percent (50%) of all metal elements when measured in elevation shall be at least six (6) inches in front of any glass building element.
- To emphasize the vertical nature of the building and further the design relationship with the Wrigley Building, at least sixty-five percent (65%) of the metal elements which project six (6) inches or more in front of the glass elements must be vertical.

- d. Subject to required approvals from the Army Corps of Engineers, the improvements contemplated by this Planned Development may extend into the Chicago River for construction of a new river wall.
  - e. In connection with the development of final design, Applicant will investigate the feasibility of providing an interior dog run serving the residential components of the building, subject to mutually satisfactory resolution of, without limitation, building code issues, health and sanitation issues, design issues, ventilation, maintenance issues and other relevant considerations, and the applicant shall provide such an interior dog run if the foregoing issues are resolved in a satisfactory manner.
  - f. The applicant shall provide architectural lighting illuminating the design features at the top of the building.
11. For purposes of floor area and floor area ratio calculations, the definitions of the Chicago Zoning Ordinance in effect as of the date hereof shall apply; provided, however, that in addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, floor area devoted to mechanical equipment which exceeds five thousand (5,000) square feet in any single location within the building and all rooftop mechanical equipment shall be excluded. It is acknowledged that all parking in the facilities shown on the Plans is accessory parking and shall not be counted in the calculation of the floor area ratio for the improvements to be located on the Property pursuant hereto. The maximum permitted F.A.R. identified in the Bulk Regulations and Data Table has been determined using a base F.A.R. of 16.0 and additional F.A.R. for a series of public amenities. The proposed public amenities and F.A.R. for the proposed development were derived using the standards established in Section 8.5-8 of the Chicago Zoning Ordinance, including (a) a public plaza bonus F.A.R. of 4.20, (b) upper level setbacks having a maximum bonus F.A.R. of 4.00 and (c) underground parking having a maximum bonus F.A.R. of 4.80 and it is acknowledged that the applicant has not utilized the maximum number of available bonuses nor maximized the F.A.R. for the bonuses actually taken in connection with the proposed development). Further, the applicant shall have the right to substitute other bonusable amenities as identified in Section 8.5-8 of the Chicago Zoning Ordinance with the review and approval of the Commissioner of the Department of Planning and Development.



12. The requirements of the Planned Development may be modified administratively by the Commissioner of the Department of Planning and Development upon application and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance. Notwithstanding the provisions of Section 11.11-3(c) of the Chicago Zoning Ordinance, such minor changes may include a reduction in the minimum required distance between structures, a reduction in periphery setbacks and an increase of the maximum percent of land covered.
13. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner, which promotes and maximizes the conservation of energy resources. The applicant shall use its best and reasonable efforts to design, construct and maintain all new 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.").
14. The applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner, which promotes, enables and maximizes universal access throughout the Property. Plans for all new 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 new building or improvement.
15. Unless substantial construction of the new building contemplated by this Planned Development has commenced within six (6) years following adoption of this Planned Development, and unless completion of such building is diligently pursued thereafter, then this Planned Development shall expire. If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to the pre-existing classification of B6-7 Restricted Central Business District. Said 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 such an extension is shown.

[Existing Zoning Map; Planned Development Property Line and Boundary Map; Existing Land-Use Map; Site Plan; Mezzanine Plan; Lower Wabash Plan; Landscape Plan; Building Elevations; Separation Line Diagram; and Green Roof Plan referred to in these Plan of Development Statements printed on pages 91775 through 91785 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Bulk Regulations And Data Table.*

|                                                               |                                                                                                                             |
|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Gross Site Area = Net Site +<br>Area in Public Rights-of-Way: | ±119,388 gross square feet = ± 74,986<br>gross square feet + 44,172 square feet in<br>public rights-of-way <sup>(1)</sup> . |
|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|

|                |                                            |
|----------------|--------------------------------------------|
| Net Site Area: | ±74,986 gross square feet <sup>(2)</sup> . |
|----------------|--------------------------------------------|

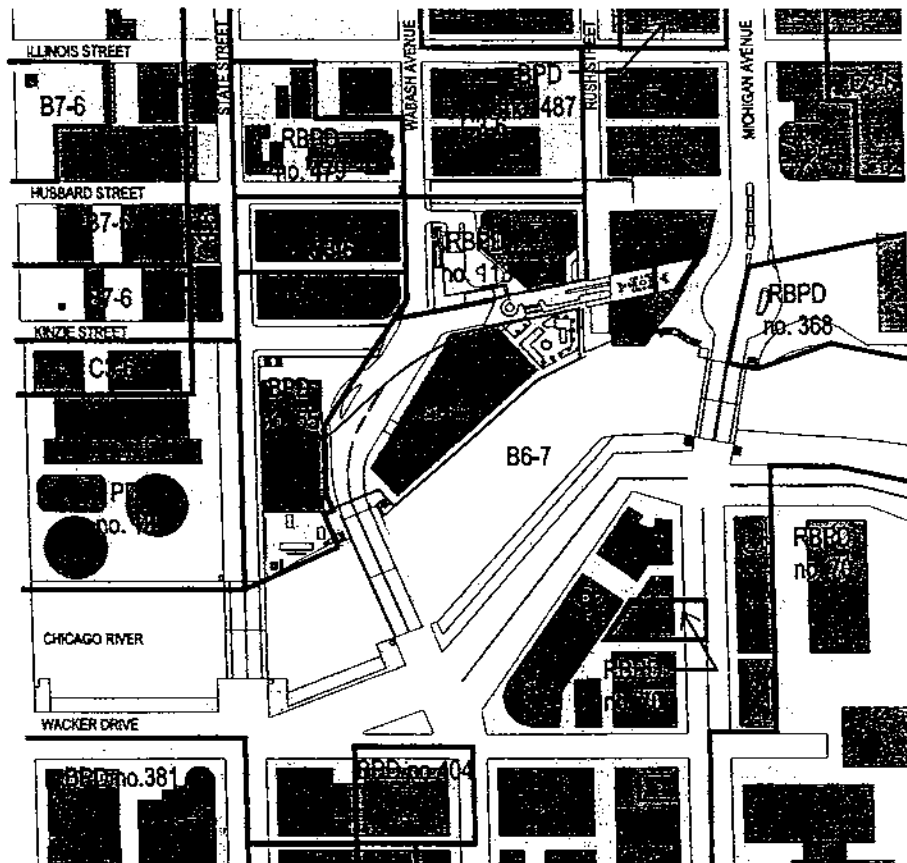
---

(1) The forty-four thousand one hundred seventy-two (44,172) square feet of public rights-of-way include approximately twenty-seven thousand five hundred thirty-two (27,532) square feet of area that is owned or controlled by the applicant but is currently improved with public rights-of-way at the surface of Upper North Wabash Avenue (approximately plus thirty and zero-tenths (+30.0) feet above Chicago City Datum). The remaining sixteen thousand six hundred forty (16,640) square feet of public rights-of-way include the westerly half of North Rush Street, a dedicated public street, and the southerly half of East North Water Street, which is owned by applicant but subject to public rights-of-way at certain levels of Chicago City Datum.

(2) Net Site Area is measured from the surface of Upper North Wabash Avenue plus or minus seventy-four thousand nine hundred twenty-six (±74,926) square feet at the level of approximately plus thirty and zero-tenths (+30.0) feet above Chicago City Datum).

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maximum Floor Area Ratio:                    | 26.0.                                                                                                                                                                                                                                                                                                                                                                                                        |
| Maximum Number of Dwelling Units:            | 500.                                                                                                                                                                                                                                                                                                                                                                                                         |
| Maximum Number of Off-Street Parking Spaces: | 750, which shall include no less than 1 parking space per Dwelling Unit.                                                                                                                                                                                                                                                                                                                                     |
| Maximum Number of Parking Spaces:            | 1,000.                                                                                                                                                                                                                                                                                                                                                                                                       |
| Maximum Number of Off-Street Loading Berths: | 8.                                                                                                                                                                                                                                                                                                                                                                                                           |
| Maximum Percentage of Land Coverage:         | As per the Site Plan.                                                                                                                                                                                                                                                                                                                                                                                        |
| Minimum Setbacks From Property Line:         | As per the Site Plan.                                                                                                                                                                                                                                                                                                                                                                                        |
| Maximum Building Height:                     | <p>(a) For areas of the Property not improved with Upper Wabash Avenue, 1,125 feet, measured from the surface of Upper Wabash Avenue (approximately +30.0 feet above Chicago City Datum).</p> <p>(b) For areas of the Property improved with Wabash Avenue, all interior building areas shall be located beneath the surface of Upper Wabash Avenue (approximately +30.0 feet above Chicago City Datum).</p> |

## Existing Zoning Map.



⊕ EXISTING ZONING MAP  
0 50 100 250 500'

TRUMP TOWER CHICAGO

HUBBARD STREET

KINZIE STREET

STATE STREET

MADISON AVENUE

RUSH STREET

CHICAGO RIVER

PROJECT SITE

PROPERTY LINE

PLANNED DEVELOPMENT BOUNDARY

CHICAGO RIVER

0 25 50 100 200

PLANNED DEVELOPMENT PROPERTY LINE AND BOUNDARY MAP

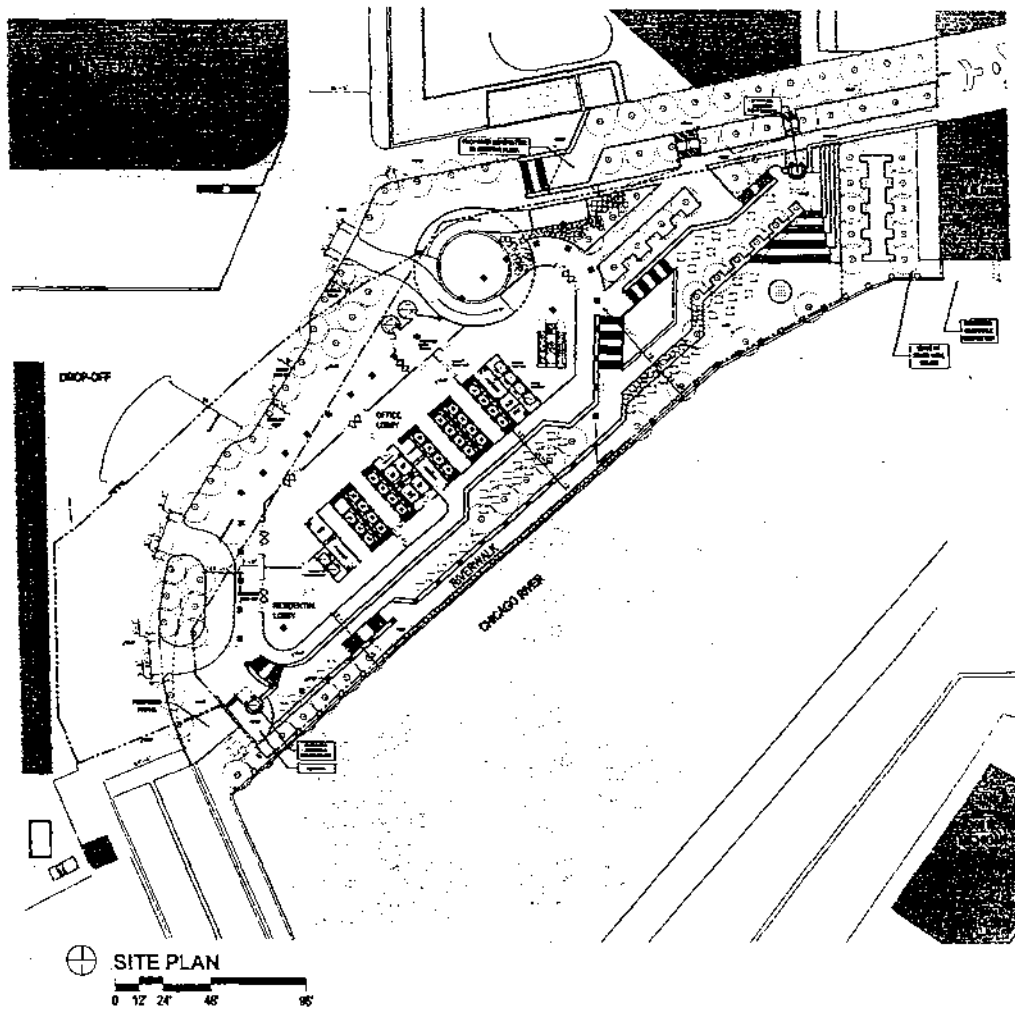
TRUMP TOWER CHICAGO

## Existing Land-Use Map.



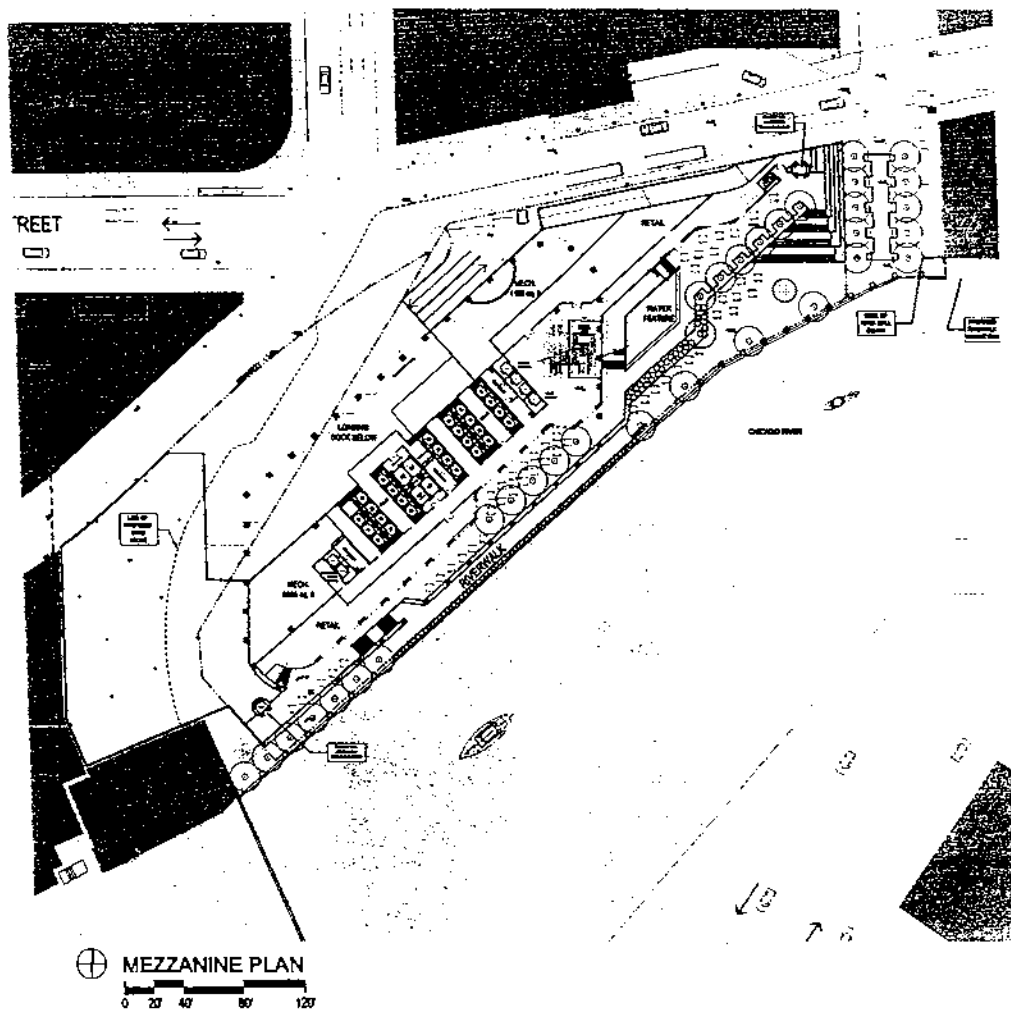
TRUMP TOWER CHICAGO

## Site Plan.



TRUMP TOWER CHICAGO

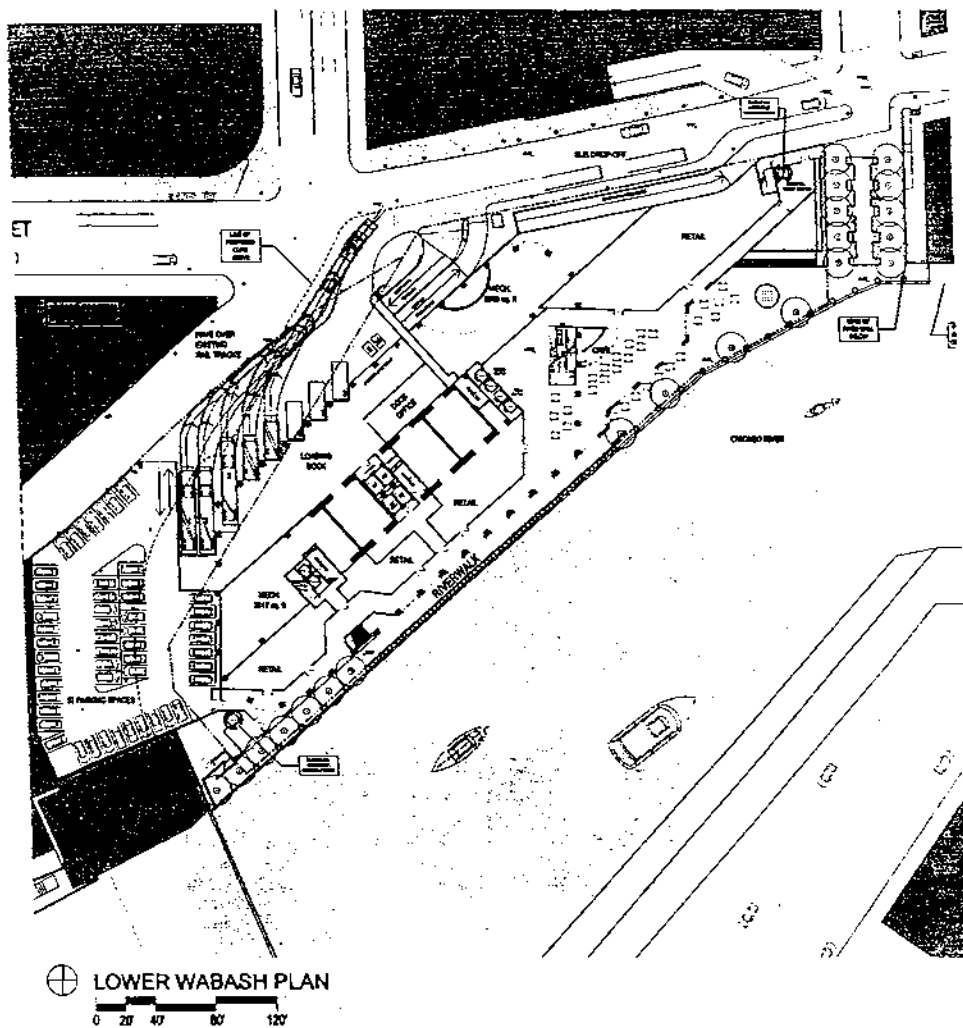
## Mezzanine Plan.



TRUMP TOWER CHICAGO

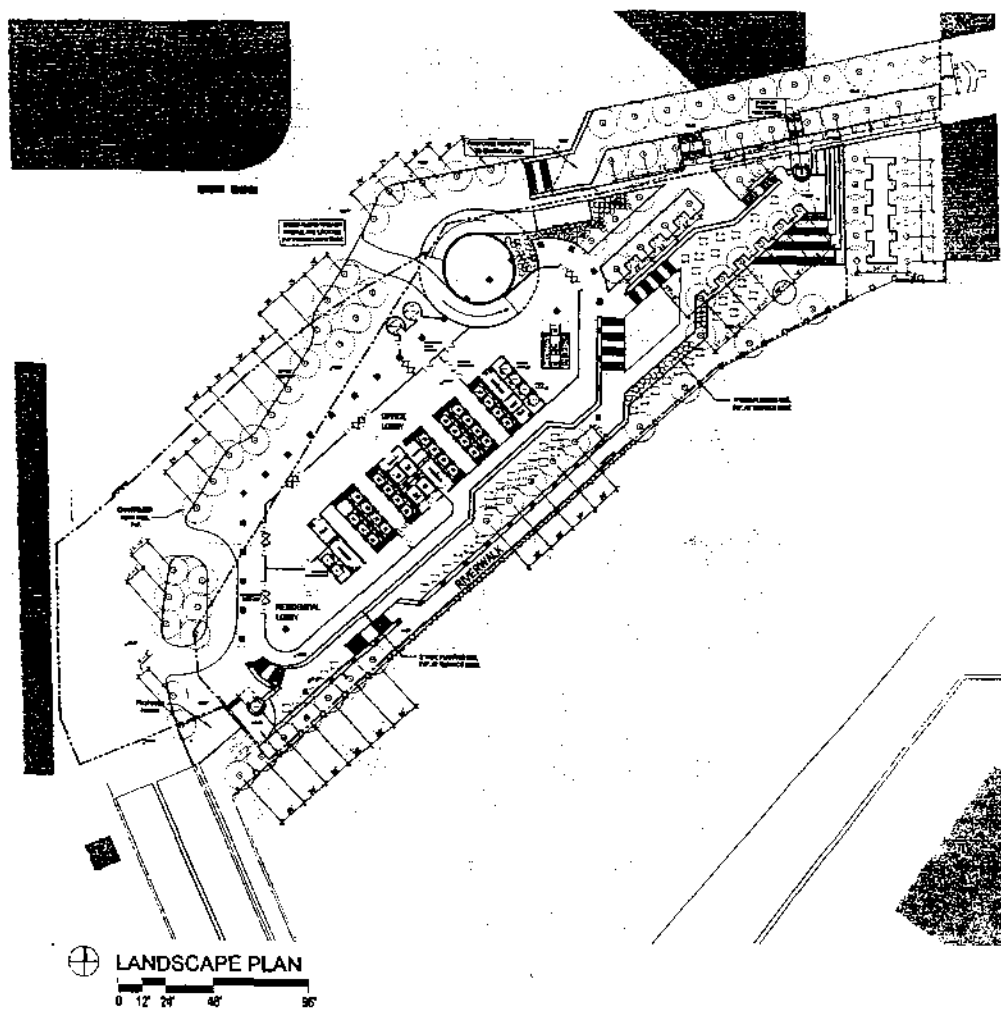


## Lower Wabash Plan.



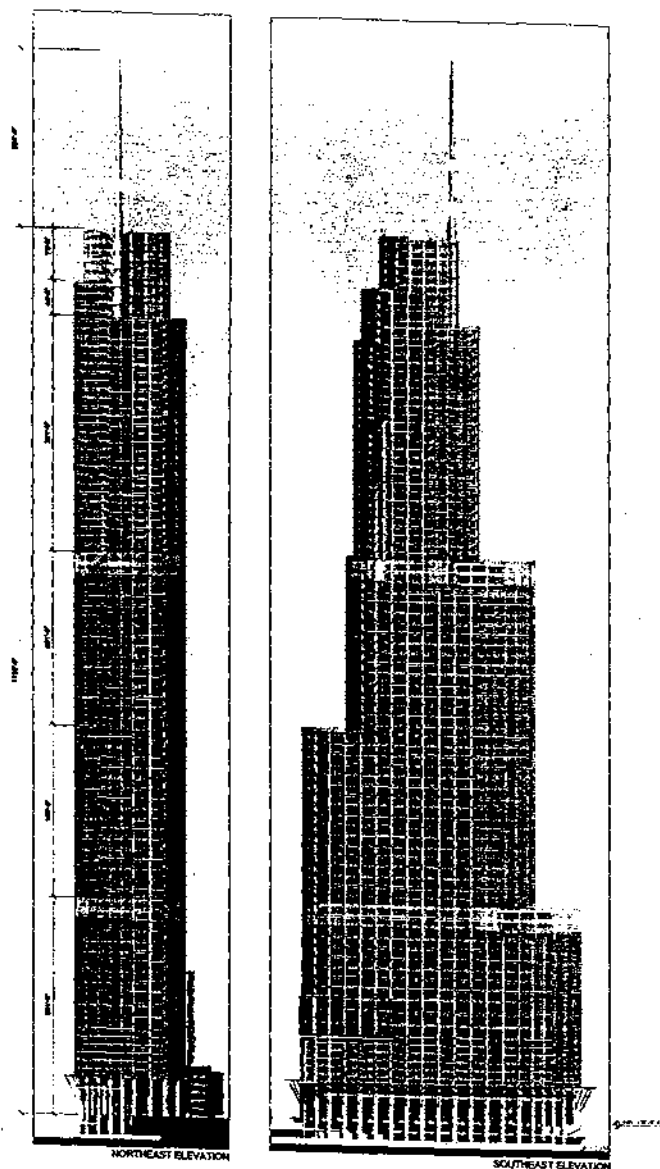
TRUMP TOWER CHICAGO

## Landscape Plan.



TRUMP TOWER CHICAGO

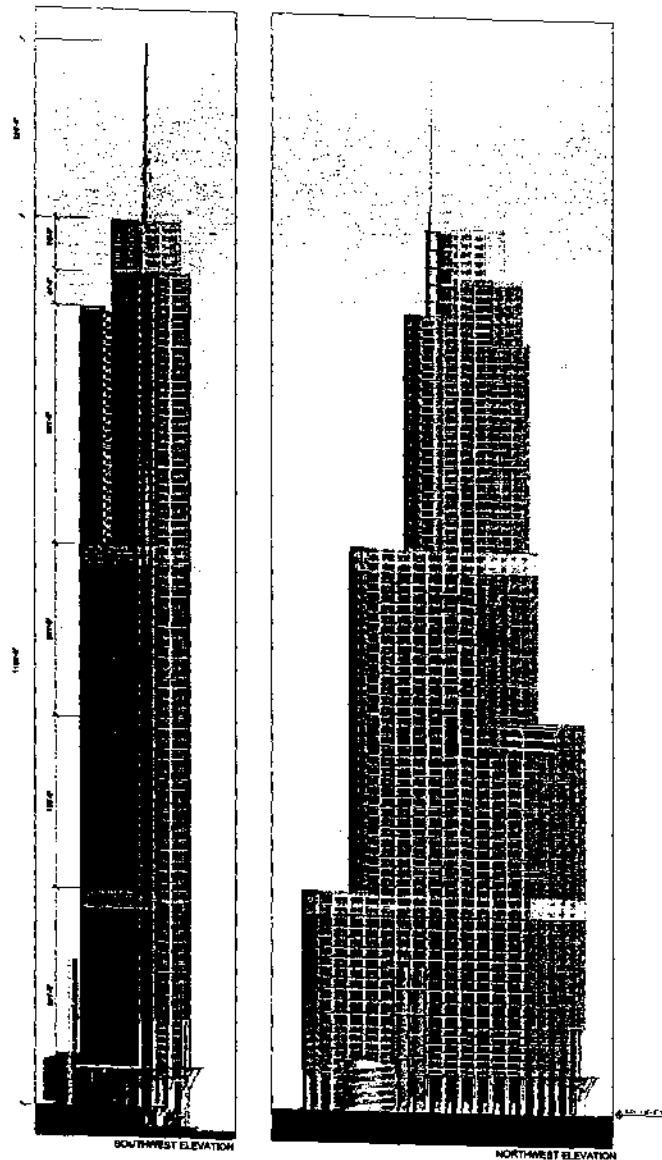
Building Elevations.  
(Page 1 of 2)



SOM  
Architects  
200 N. LaSalle St.  
Chicago, IL 60601

TRUMP TOWER CHICAGO

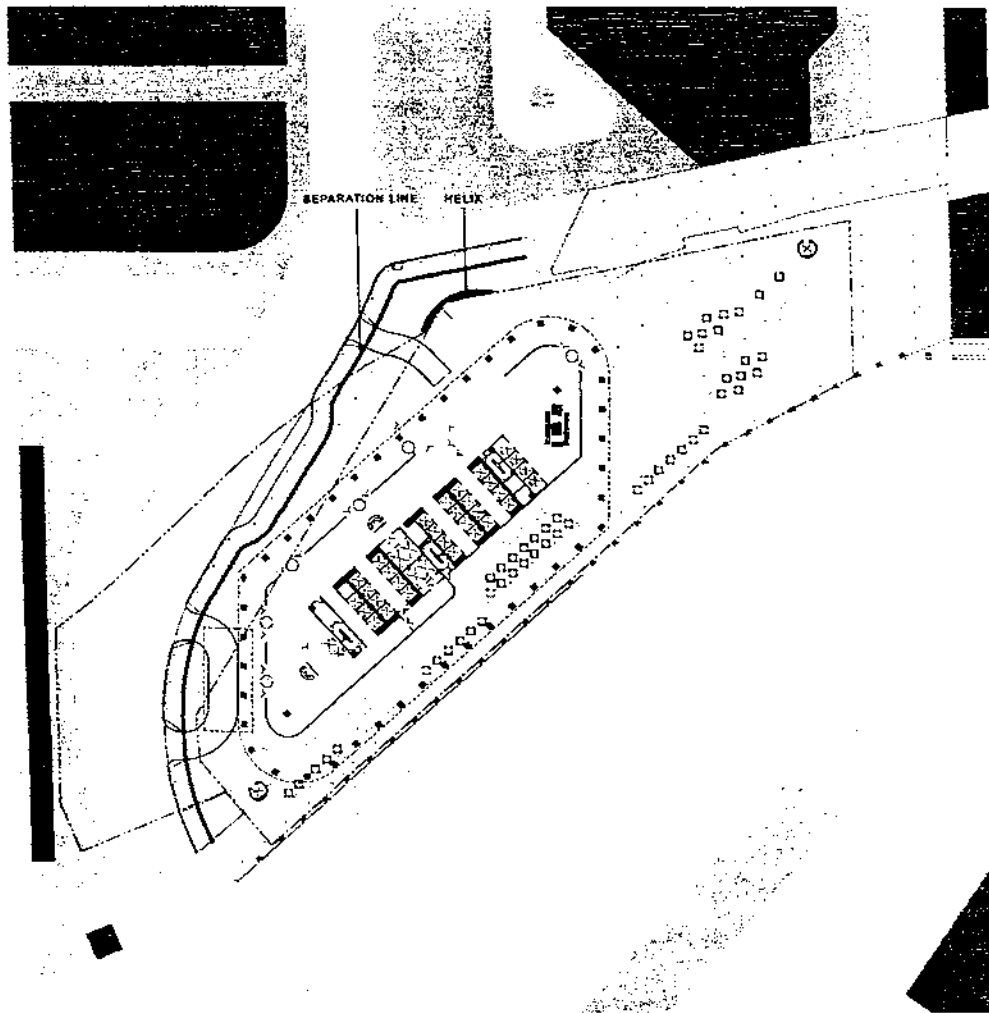
Building Elevations.  
(Page 2 of 2)



GOM  
Architectural Services  
1000 North Dearborn Street  
Chicago, IL 60610

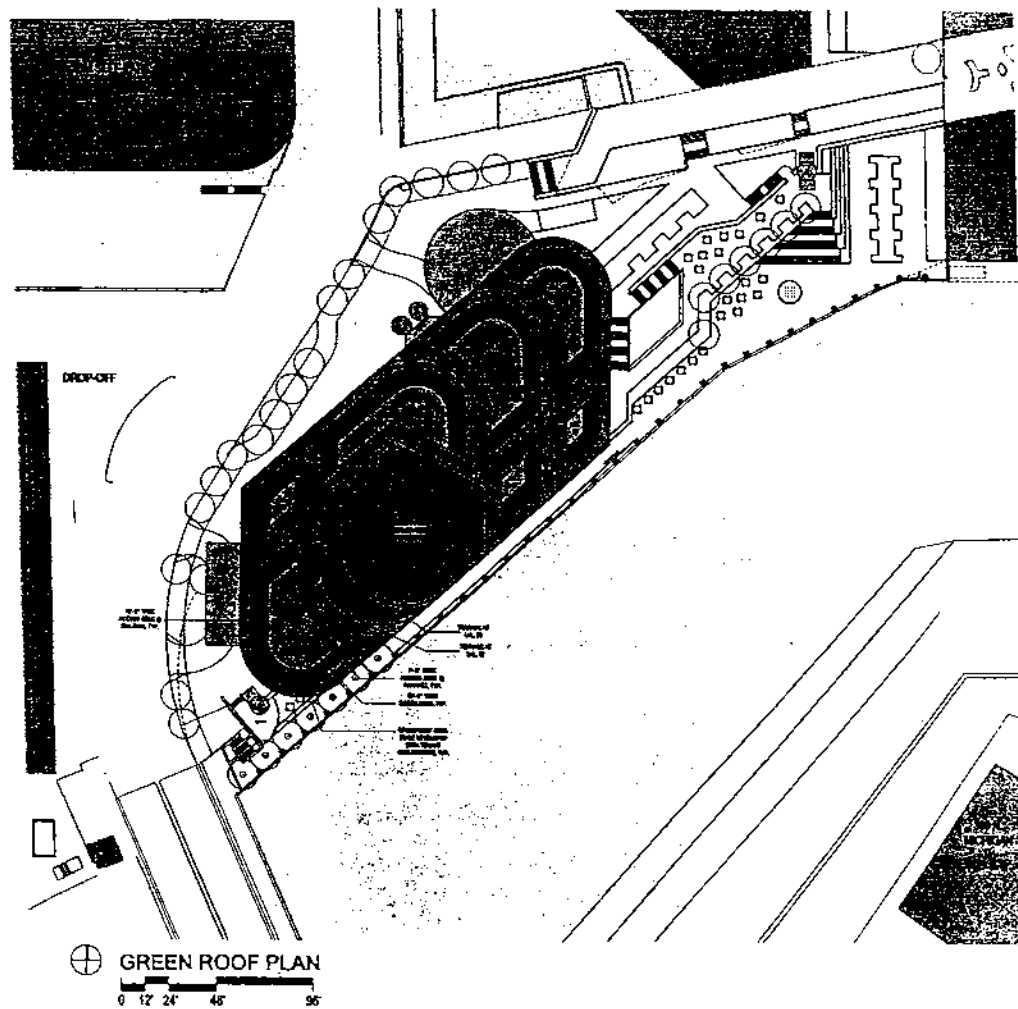
TRUMP TOWER CHICAGO

## Seperation Line Diagram.



ASK-253 SOM - TRUMP TOWER CHICAGO - 18 JULY, 2002

## Green Roof Plan.



TRUMP TOWER CHICAGO

*Reclassification Of Area Shown On Map Number 1-J.*  
(As Amended)  
(Application Number 13581)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B4-3 Restricted Service District, R5 General Residence District, R4 General Residence District and C1-2 Restricted Commercial District symbols and indications as shown on Map Number 1-J in the area bounded by:

North Spaulding Avenue; a line from a point 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 91.03 feet north of and parallel to the public alley next north of and parallel to West Franklin Boulevard; North Sawyer Avenue; the public alley next north of and parallel to West Franklin Boulevard; North Kedzie Avenue; and West Franklin Boulevard,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area described above.

SECTION 2. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B4-1 Restricted Service District symbols and indications as shown on Map Number 1-J in the area bounded by:

North Spaulding Avenue; a line from a point 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 91.03 feet north of and parallel to the public alley next north of and parallel to West Franklin Boulevard; North Sawyer Avenue; the public alley next north of and parallel to West Franklin Boulevard; North Kedzie Avenue; and West Franklin Boulevard,

to those of an Institutional Planned Development, which is hereby established in the area described above, subject to such use and bulk regulations as set forth in the Plan of Development attached hereto and to no other.

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

Plan of Development referred to in this ordinance reads as follows:.

*Institutional Planned Development Number \_\_\_\_\_.*

*Plan Of Development Statements.*

1. The area delineated herein as an Institutional Planned Development consists of approximately one hundred three thousand four hundred eighty-two (103,482) square feet of net site area, which is depicted on the attached Planned Development Boundary and Property Line Map. The property is currently owned by Westside Community Hospital Building Partnership.
2. All applicable official reviews, approvals or permits which are necessary to implement this plan of development shall be obtained by the applicant or its successors, assignees or grantees.
3. The requirements, obligations and conditions contained within this planned development shall be binding upon the applicant, its successors and assigns and, if different than the applicant, the legal title holders and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors and assigns and, if different than the applicant, the legal titleholder or any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the property and any ground lessors, or by a governmental agency with the power of eminent domain which has designated the property for acquisition.
4. This plan of development consists of fifteen (15) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; a Site Plan, Landscape Plan and Building Elevations issued by SAS Architects and Planners dated June 13, 2002; full size sets of the Site Plan; a Landscape Plan and Building Elevations are on file with the Department of Planning and Development. 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 an institutional planned development.

5. The uses permitted within the area delineated herein as "Institutional Planned Development" shall be hospital, kidney dialysis, medical and administrative offices and accessory parking and other accessory uses.
6. Identification signs and temporary signs such as construction and marketing signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development.
7. Off-street parking and loading facilities shall be provided in compliance with this planned development subject to the review and approval of the Departments of Transportation and Planning and Development. The minimum number of off-street parking spaces shall be determined in accordance with the attached Bulk Regulations and Data Table. 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 and the Municipal Code of the City of Chicago in effect at the time of construction. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Departments of Transportation and Planning and Development.
9. In addition to the maximum height of the improvements and any appurtenance depicted on the Building Elevations attached hereto, the height of the improvements shall also be subject to limitations approved by the Federal Aviation Administration.
10. The improvements on the property, including the on-site exterior landscaping and the landscaping along the adjacent rights-of-way and all entrances and exits to and from the parking areas, shall be designed, constructed and maintained in substantial conformance with the Site Plan, the Landscape Plan, the Building Elevations and the Bulk Regulations and Date 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 parkway tree and parking lot landscaping provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

11. 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.
12. The applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner, which promotes, enables, and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("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 the planned development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the applicant and after a determination by the Commissioner of the Department of planning and development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this planned development and the purposes underlying the provisions hereof. Any such modification of the requirements of this planned development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
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 the planned development in an energy efficient manner, generally consistent with the most current energy 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.").
15. Unless substantial construction of the proposed building and improvements 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 zoning of the property shall automatically revert to the pre-existing B4-1 Restricted Service District.

[Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary and Property Line Map; Site Plan; Landscape Plan; and Exterior Elevations referred to in these Plan of Development Statements printed on pages 91791 through 91796 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Institutional Planned Development Number \_\_\_\_\_.*

*Bulk Regulations And Data Table.*

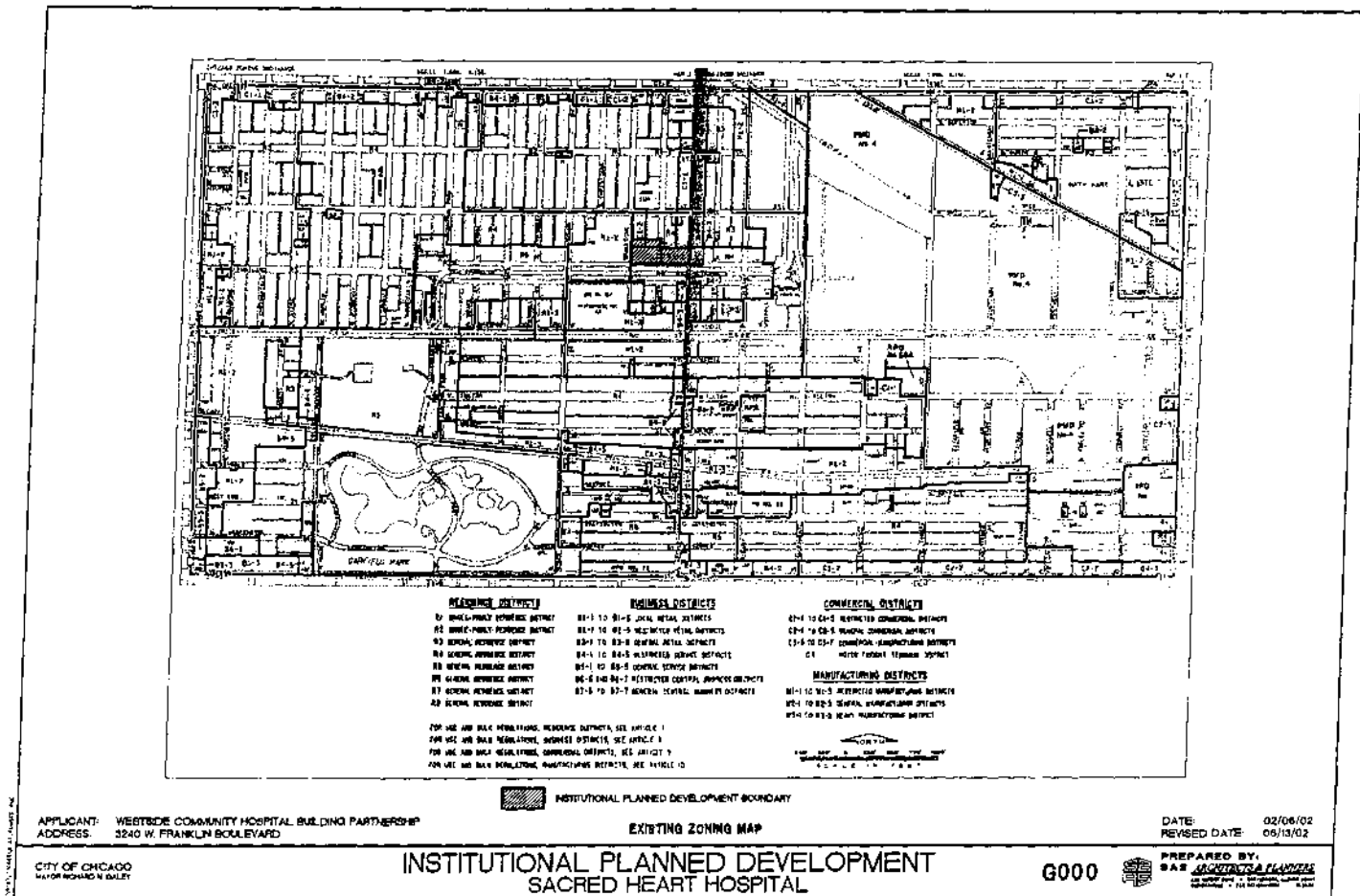
|                                              |                                                               |
|----------------------------------------------|---------------------------------------------------------------|
| Net Site Area:                               | 103,482 square feet.                                          |
| Gross Site Area:                             | 160,883 square feet.                                          |
| Public Right of Way:                         | 57,401 square feet.                                           |
| Maximum Permitted Floor Area Ratio:          | 0.77.                                                         |
| Site Coverage:                               | In substantial compliance with the Site Plan.                 |
| Minimum Number of Off-Street Loading Spaces: | 2.                                                            |
| Minimum Number of Off-Street Parking Spaces: | 130.                                                          |
| Setbacks from Property Line:                 | In substantial conformance with the Site and Landscape Plans. |
| Maximum Building Height:                     | 58 feet.                                                      |

7/31/2002

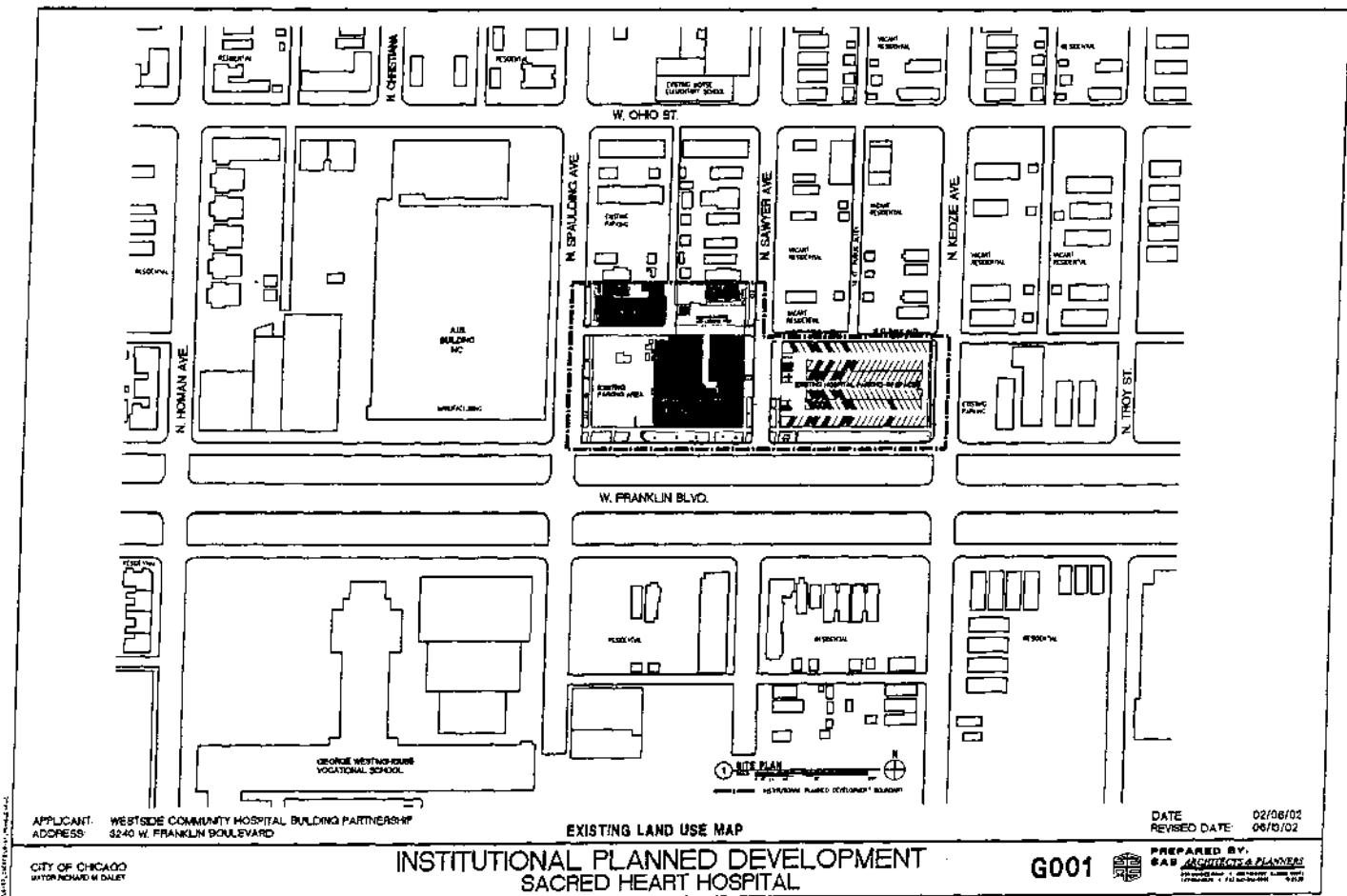
# REPORTS OF COMMITTEES

## Existing Zoning Map.

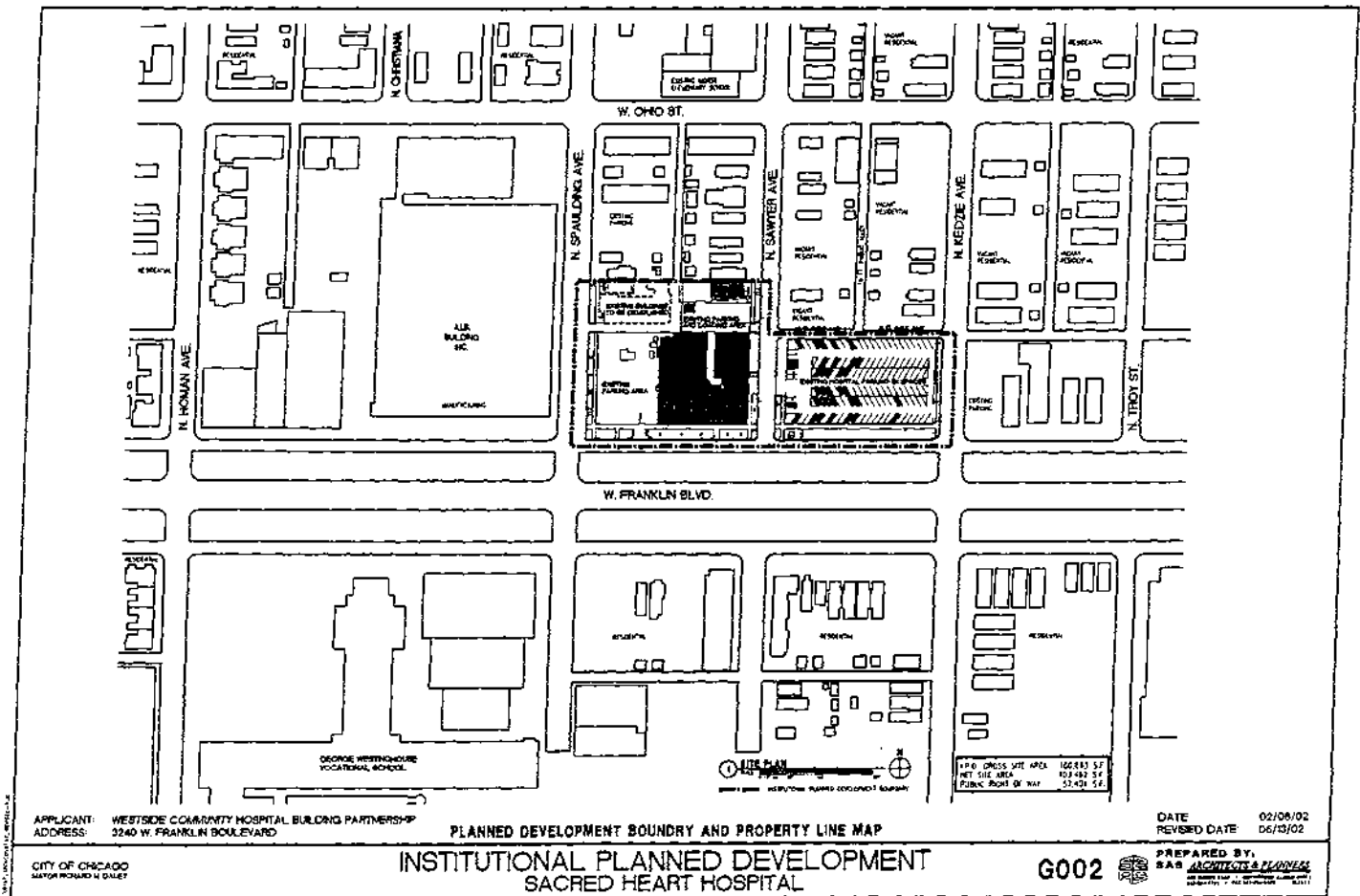
91791



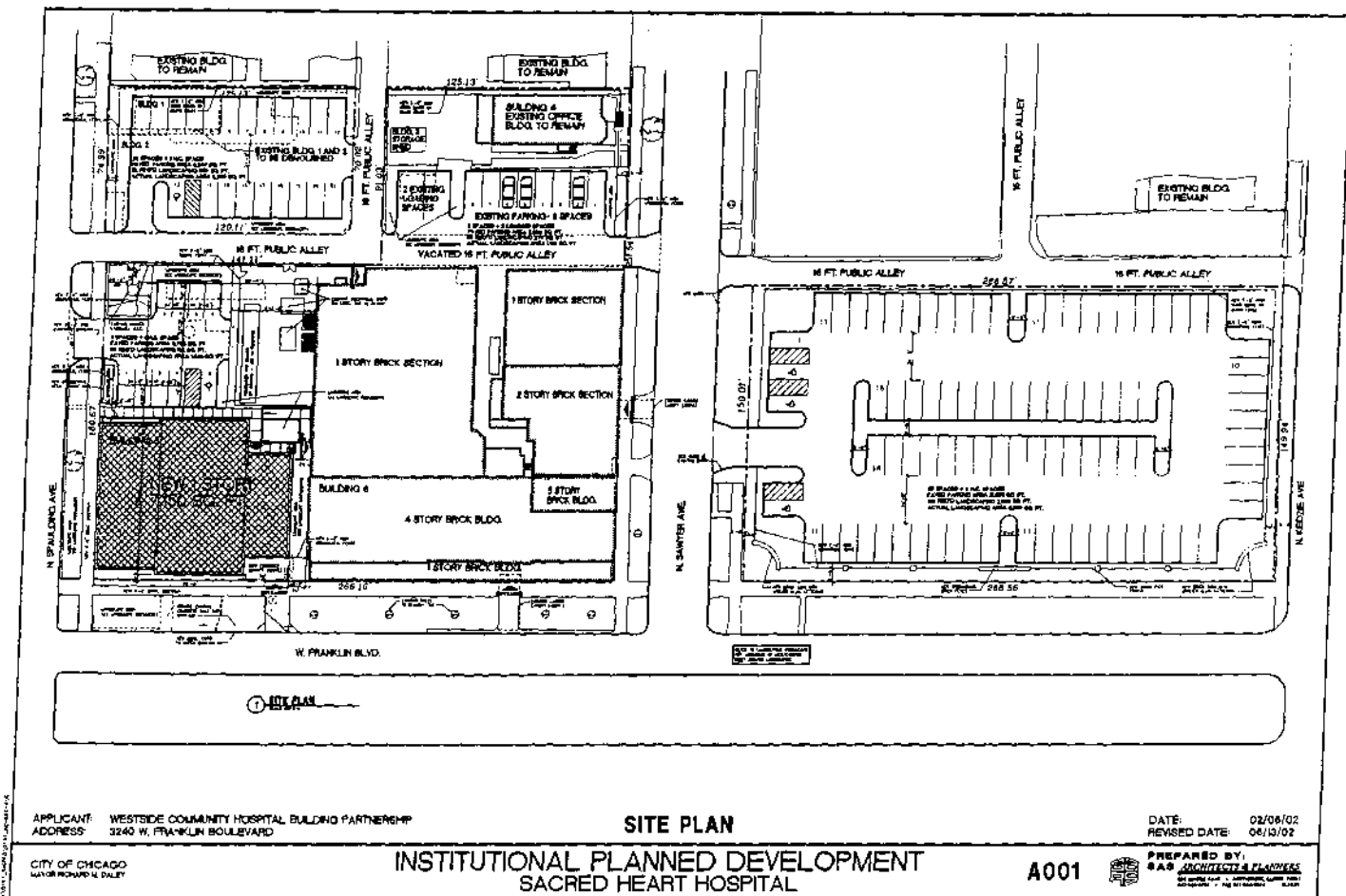
## Existing Land-Use Map.



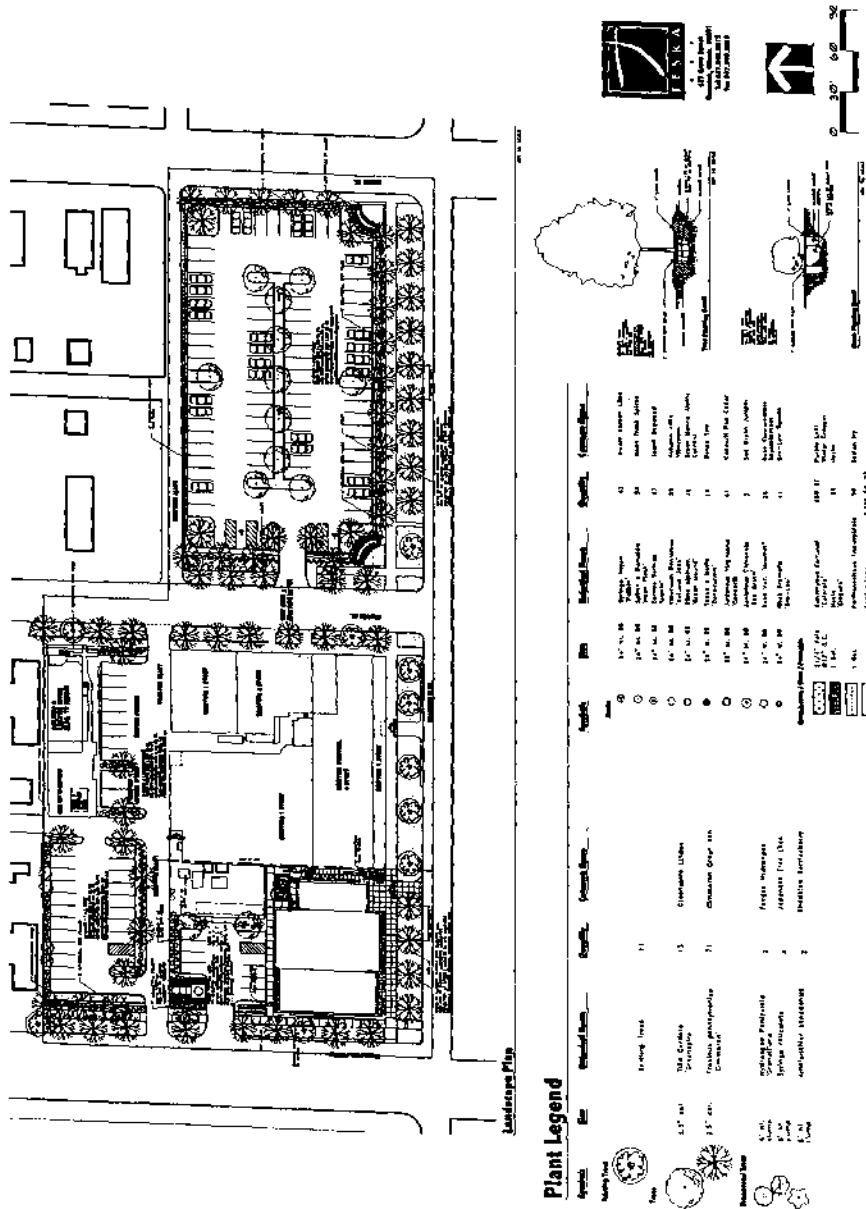
Planned Development Boundary  
And Property Line Map.



## Site Plan.

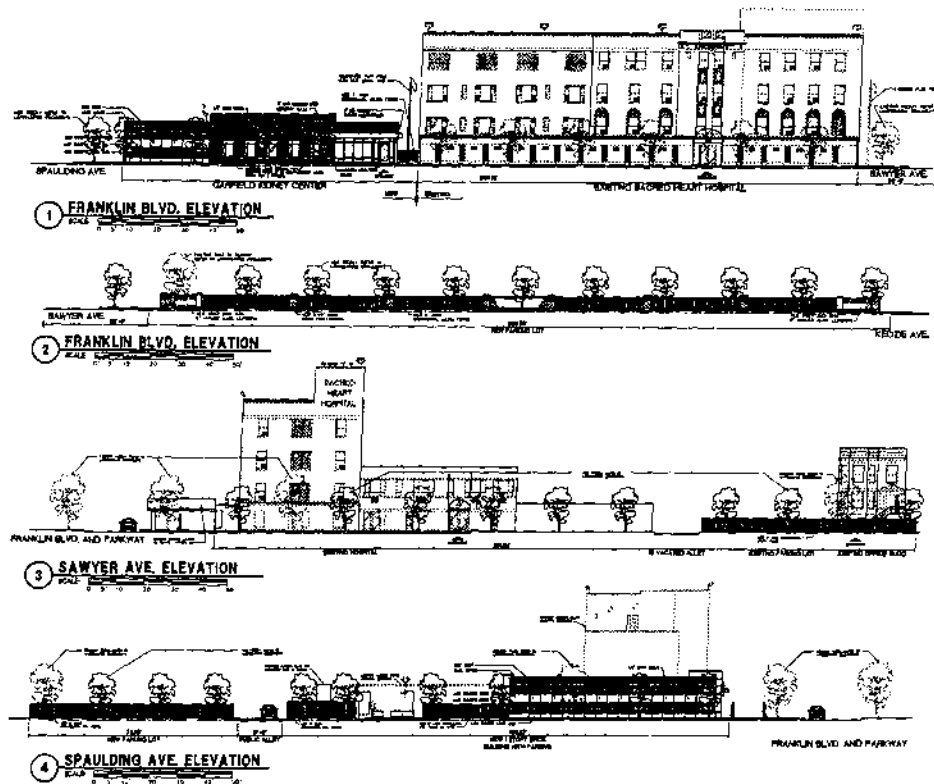


Landscape Plan.





## Exterior Elevations.



APPLICANT: WESTSIDE COMMUNITY HOSPITAL BUILDING PARTNERSHIP  
 ADDRESS: 3240 W. FRANKLIN BOULEVARD

## EXTERIOR ELEVATIONS

DATE: 02/06/02  
 REVISED DATE: 06/13/02

CITY OF CHICAGO

## INSTITUTIONAL PLANNED DEVELOPMENT

A200



PREPARED BY:  
 GAB ARCHITECTS & PLANNERS  
 100 NORTH LAKE STREET, SUITE 1000, CHICAGO, IL 60601  
 TEL: 312.427.1000 FAX: 312.427.1001

*Reclassification Of Area Shown On Map Number 4-H.*  
(As Amended)  
(Application Number 13738)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B4-2 Restricted Service District symbols and indications as shown on Map Number 4-H in the area bounded by:

the public alley next north of and parallel to West 21<sup>st</sup> Street; a line 193.32 feet west of and parallel to South Hoyne Avenue; West 21<sup>st</sup> Street; and a line 217.41 feet west of and parallel to South Hoyne Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area described above.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.

---

*Reclassification Of Area Shown On Map Number 6-I.*  
(As Amended)  
(Application Number 13636)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the current M3-3 Heavy Manufacturing District symbols and indications as shown on Map Number 6-I in the area bounded by:

West 26<sup>th</sup> Street; a line beginning at a point 370 feet west of the western line of South Western Avenue, to a point 225 feet west of the western line of South Western Avenue and 21.5 feet south of the southern line of West 26<sup>th</sup> Street, as drawn along the curve of the southern boundary of the Burlington Northern & Santa Fe Railway Company ("B.N.S.F.") railroad right-of-way; a line beginning

at a point 225 feet west of the western line of South Western Avenue and 21.5 feet south of the southern line of West 26<sup>th</sup> Street, to a point 112.5 feet west of the western line of South Western Avenue and 56.25 feet south of the southern line of West 26<sup>th</sup> Street, as drawn along the curve of the southern boundary of the B.N.S.F. railroad right-of-way; a line beginning at a point 112.5 feet west of the western line of South Western Avenue and 56.25 feet south of the southern line of West 26<sup>th</sup> Street, to a point 75 feet south of the southern line of West 26<sup>th</sup> Street, as measured along the western line of South Western Avenue; South Western Avenue; a line 646.32 feet south of the southern line of West 26<sup>th</sup> Street; and a line 401 feet west of the western line of South Western Avenue,

to the designation of a C1-2 Restricted Commercial 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 of the C1-2 Restricted Commercial District symbols and indications established in Section 1 above to the designation of an Institutional Planned Development which is hereby established in the area above described, subject to use and bulk regulations as are set forth in the plan of development attached hereto and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

*Institutional Planned Development Number \_\_\_\_\_.*

*Plan Of Development Statements.*

1. The area delineated herein as an institutional planned development (the "Planned Development") consists of approximately two hundred forty-one thousand six hundred eighty-three (241,683) square feet or five and fifty-five hundredths (5.55) acres of real property depicted on the attached Planned Development Boundary and Property Line Map (the "Property"). The Property is owned or controlled by the applicant, The Young Men's Christian Association of Chicago (the "Applicant").

2. The Applicant shall obtain all necessary reviews, approvals, licenses and permits in connection with this Planned Development. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-ways 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 and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property shall, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, 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 Young Men's Christian Association of Chicago (the "Applicant").
4. This Planned Development consists of fifteen (15) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; an Existing Land-Use Map; and a Site Plan, Landscape Plan, West and North Elevations and East and South Elevations, all prepared by Macondo Corp and last dated July 18, 2002. 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: community centers, recreational facilities, educational and social service facilities, aquatic centers, gymnasiums, day care centers, and ancillary food serving areas, including playgrounds and athletic fields incidental thereto, accessory parking and other accessory uses, including accessory educational uses, and broadcast and telecommunications structures, equipment and installations.

6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Commissioner 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. For purposes of floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning Ordinance shall apply; provided, however, that, in addition to the other exclusions from the F.A.R. that are permitted by the Chicago Zoning Ordinance, all floor area devoted to mechanical uses in excess of five thousand (5,000) square feet in a single location shall not be included as floor area.
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. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the approved Site Plan and, to the extent not inconsistent with the approved Site Plan, 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.
10. The improvements on the Property shall be designed, constructed and maintained in substantial conformance with the Site Plan. Landscaping shall be installed and maintained in accordance with the Landscape Plan and parkway trees shall be maintained in accordance with the parkway tree provisions of the Chicago Zoning Ordinance.
11. Prior to the issuance by the Department of Planning of a determination pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II Approval") for development of the future phase improvements as identified in the Site Plan, except for such interim uses as are contemplated by this Planned Development, a site plan for each proposed future phase improvement (the "Site Plan") shall be submitted to the Commissioner of

the Department of Planning and Development (the "Commissioner") for approval. Review and approval of the Site Plan by the Commissioner is intended to assure that specific development proposals conform with this Planned Development. No Part II Approval for work for which a Site Plan must be submitted to the Commissioner shall be granted until the Site Plan has been approved.

If the Site Plan substantially conforms with the provisions of this Planned Development, the Commissioner shall approve said plan in writing within thirty (30) days of the 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 Plan shall be deemed approved. If the Commissioner determines within said thirty (30) day period that the Site Plan that was submitted does not substantially conform with the provisions of this Planned Development, the Commissioner shall advise the Applicant in writing of the reasons for disapproval thereof no later than fourteen (14) days after the expiration of the thirty (30) day period. The Commissioner shall thereafter make a final written determination on any resubmission within fourteen (14) days of its filing. The failure of the Commissioner to make a final written determination on any resubmission within fourteen (14) days of its filing shall be deemed an approval of the Site Plan.

Following approval of a Site Plan by the Commissioner or otherwise, the approved plan shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development. After approval of a Site Plan by the Commissioner or otherwise, the approved Site Plan may be changed or modified pursuant to the provisions of Statement 12.

In the event of an inconsistency between the approved Site Plan and the terms of the statements and Bulk Regulations and Data Table of this Planned Development in effect at the time of approval of such plan or of modifications thereto, the terms of statements and Bulk Regulations and Data Table of the Planned Development shall govern.

A Site Plan shall, at a minimum, provide the following information:

- 1) the boundaries of the Property;
- 2) the footprint of the improvements;

- 3) location and dimensions of all loading berths;
- 4) all proposed landscaping, including species and size;
- 5) all pedestrian circulation routes;
- 6) elevations of the improvements; and
- 7) all statistical information applicable to the Property, including:
  - a) floor area and floor area ratio;
  - b) uses to be established;
  - c) building heights; and
  - d) all setbacks, required and provided.

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development. An application for approval of a Site Plan shall be deemed complete if the Applicant submits to the Commissioner an application for approval which contains all the information listed immediately above and the Commissioner does not advise the Applicant in writing within ten (10) working days of the submission thereof that the submitted application is incomplete and the specific information required to render the application complete.

12. 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 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.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and

maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

14. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("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.
15. Unless substantial construction of the initial phase improvements contemplated in the Site Plan for this Property by this Planned Development has commenced within six (6) years of the effective date hereof and unless 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 current M3-3 Heavy Manufacturing District. This 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; Planned Development Boundary  
and Property Line Map; Existing Land-Use Map;  
Site Plan; Landscape Plan; and Building  
Elevations referred to in these Plan  
of Development Statements printed  
on pages 91805 through  
91811 of this  
*Journal.*]



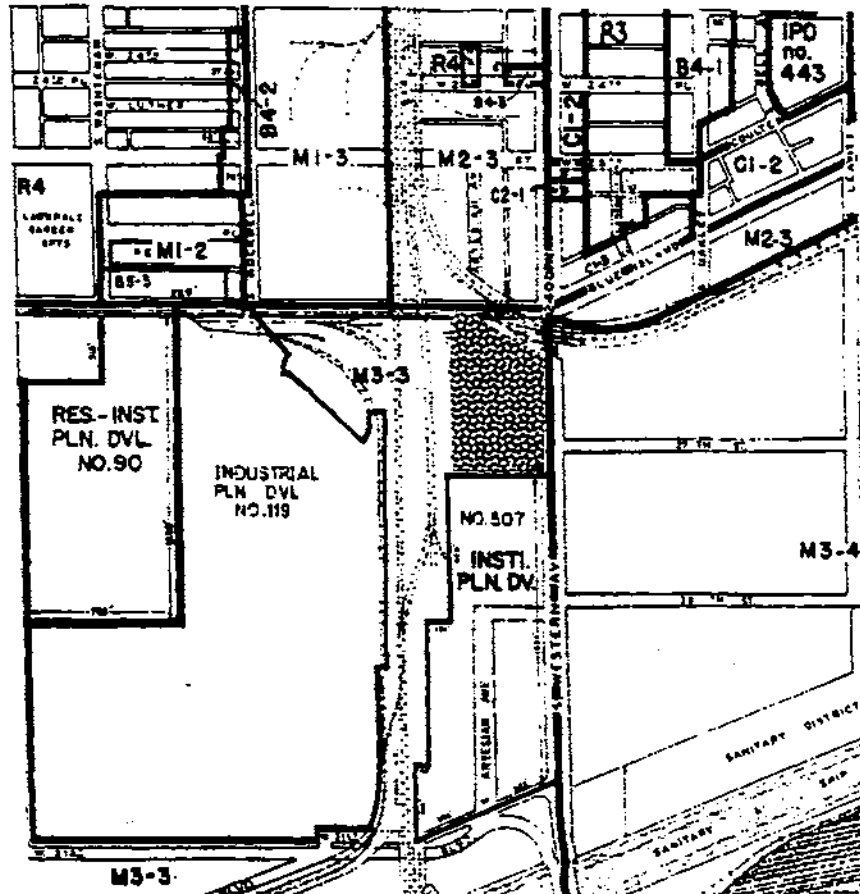
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Institutional Planned Development Number \_\_\_\_.*

*Plan Of Development Bulk Regulations And Data Table.*

|                                              | Square Feet                                | Acres |
|----------------------------------------------|--------------------------------------------|-------|
| Net Site Area:                               | 241,681                                    | 5.55  |
| Public Rights-of-Way:                        | 29,211                                     | .67   |
| Gross Site Area:                             | 270,894                                    | 6.22  |
| Maximum Permitted Floor Area Ratio:          | 0.8.                                       |       |
| Maximum Percent of Land Coverage:            | In accordance with the Site Plan.          |       |
| Minimum Number of Parking Spaces:            | 75.                                        |       |
| Minimum Number of Off-Street Loading Spaces: | 1.                                         |       |
| Minimum Building Setbacks:                   | In accordance with the Site Plan.          |       |
| Maximum Building Height:                     | In accordance with the Building Elevation. |       |

## Existing Zoning Map.

LEGEND

Planned Development Boundary

Applicant

Young Men's Christian Association of Chicago

Date

March 22, 2002

Address

2608-2700 South Western Avenue

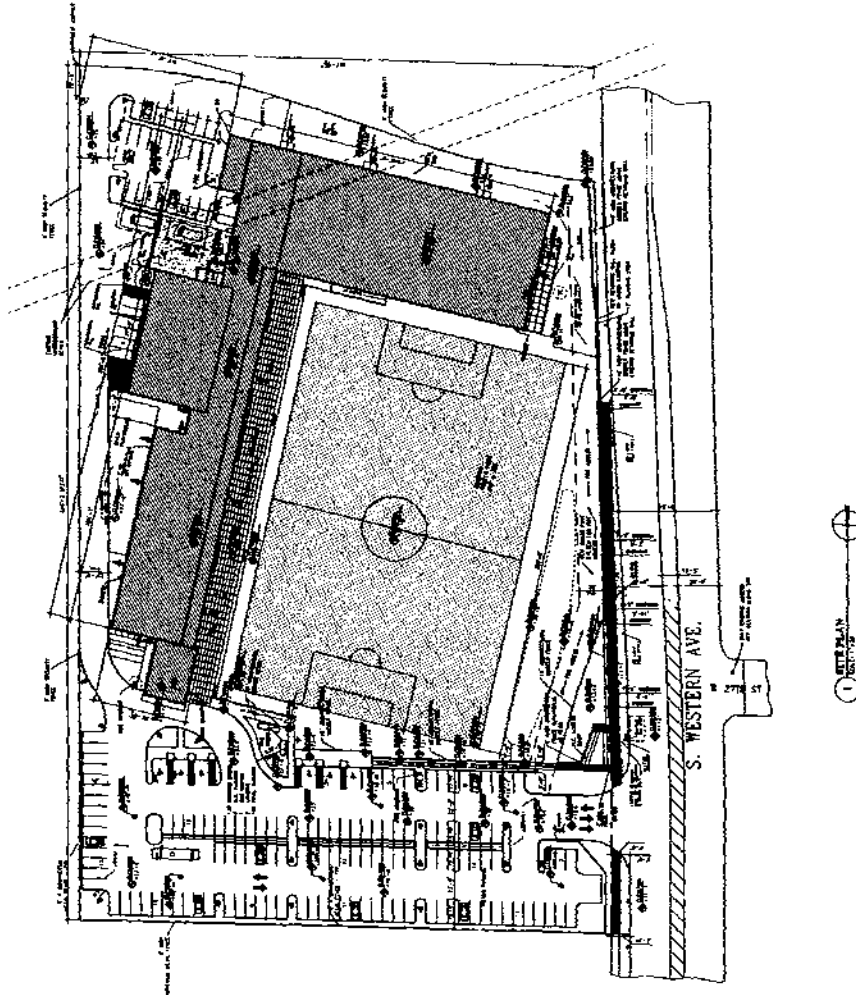
Revised

July 18, 2002

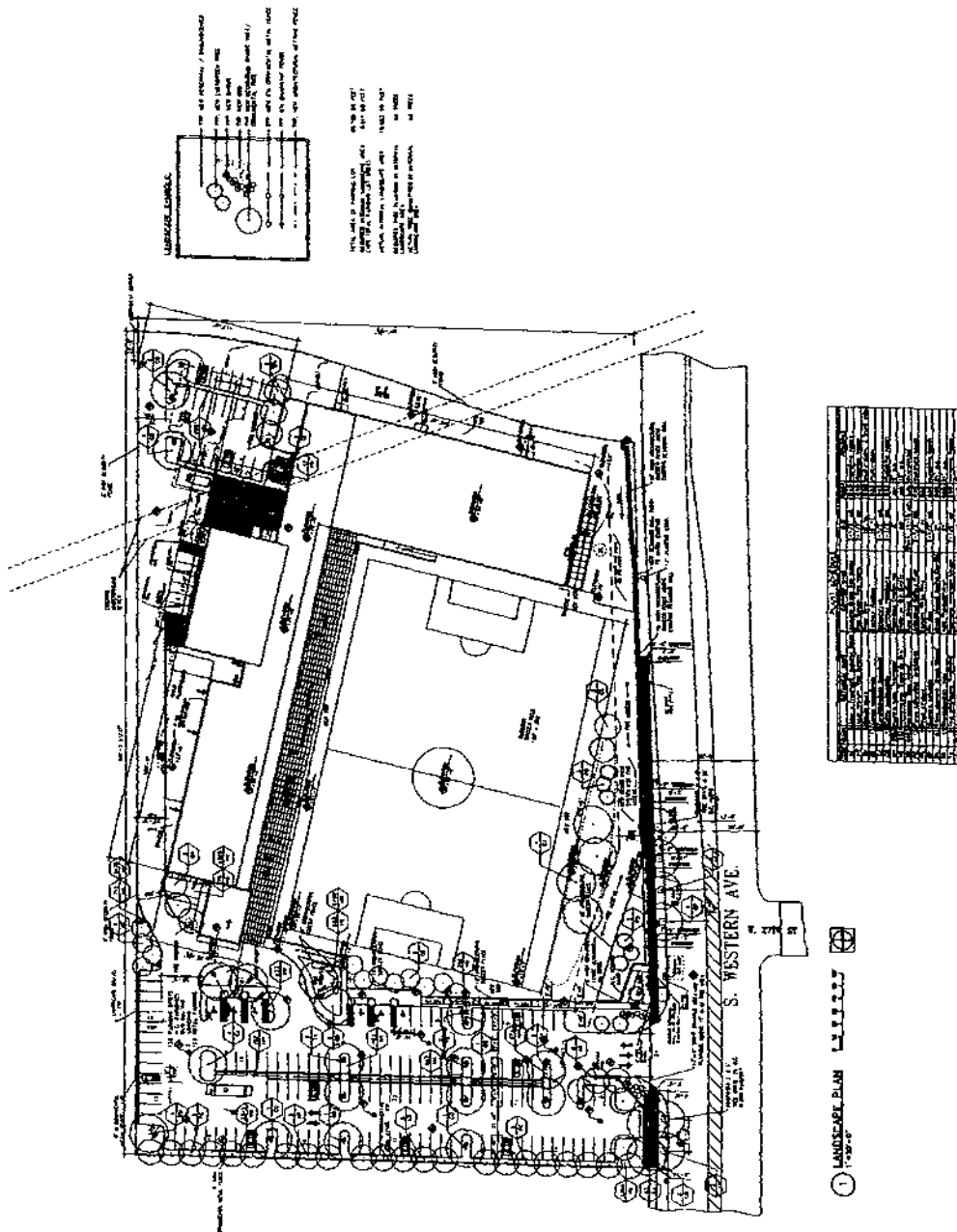
|           |                                              |
|-----------|----------------------------------------------|
| .....     | Planned Development Boundary                 |
| -----     | Subject Property Boundary                    |
| Applicant | Young Men's Christian Association of Chicago |
| Date      | March 22, 2002                               |
| Address   | 2608-2700 South Western Avenue               |
| Revised   | July 18, 2002                                |



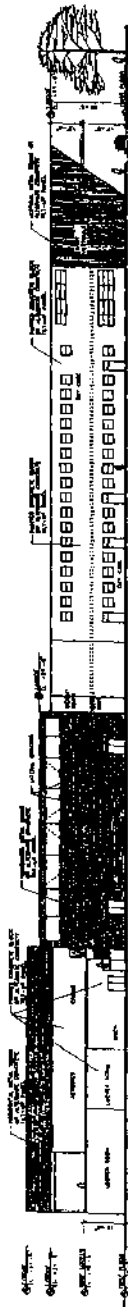
Site Plan.



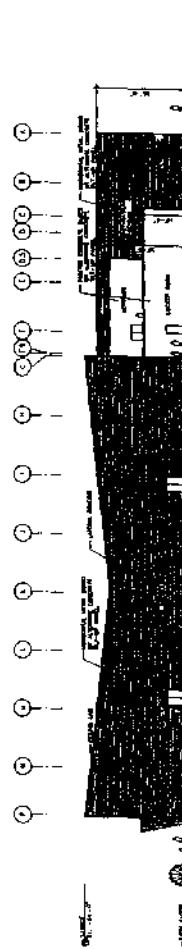
Landscape Plan.



## Building Elevation -- North.

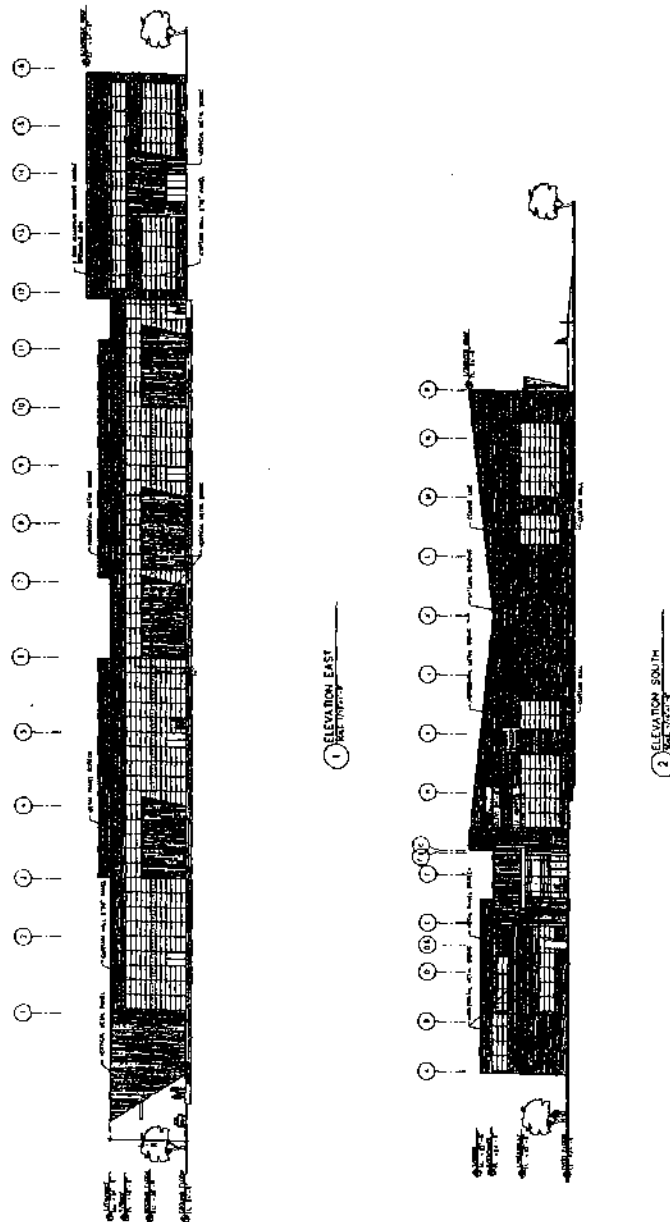


1 ELEVATION WEST



2 ELEVATION NORTH

Building Elevation -- South.





*Reclassification Of Area Shown On Map Number 6-J.*  
(Application Number 13703)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 6-J in the area bounded by:

a line 30.90 feet north of and parallel to West 25<sup>th</sup> Street; South Millard Avenue; West 25<sup>th</sup> Street; and the public alley next west of and parallel to South Millard Avenue,

to those of a B4-2 Restricted Service District and corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect after its passage and due publication.

—

*Reclassification Of Area Shown On Map Number 7-H.*  
(Application Number A-4897)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R6 General Residence District symbols and indications shown on Map Number 7-H in the area bounded by:

north branch of the Chicago River; a line 325 feet east of and parallel to North Oakley Avenue; West Diversey Avenue; North Oakley Avenue; a line 149 feet north of and parallel to West Diversey Avenue; and a line 141 feet east of and parallel to North Oakley Avenue,

to those of an M2-3 General Manufacturing 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 8-F.*  
(Application Number 13688)

*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 8-F in the area bounded by:

West 38<sup>th</sup> Street; South Emerald Avenue; a line 70.0 feet south of and parallel to West 38<sup>th</sup> Street; and the alley next west of and parallel to South Emerald 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 after its passage and due publication.

---

*Reclassification Of Area Shown On Map Number 8-F.*  
(Application Number 13689)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 8-F in the area bounded by:

a line 502.80 feet south of and parallel with West 33<sup>rd</sup> Street; the alley next east of and parallel with South Parnell Avenue; a line 534.15 feet south of and parallel with West 33<sup>rd</sup> Street; and South Parnell 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 8-H.*  
(Application Number A-4892)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C4 Motor Freight Terminal District symbols and indications as shown on Map Number 8-H in the area bounded by:

a line 260 feet north of and parallel to West 33<sup>rd</sup> Street; South Hoyne Avenue; a line 235 feet north of and parallel to West 33<sup>rd</sup> Street; and the public alley next west of and parallel to South Hoyne Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area described above.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.

---

*Reclassification Of Area Shown On Map Number 9-G.*  
(Application Number 13737)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District, SD-6 District symbols and indications as shown on Map Number 9-G in the area bounded by:

the south side of West School Street, from the alley next west of and parallel to North Southport Avenue and North Southport Avenue, to a point 24 feet south of West School 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 after its passage and due publication.

---

*Reclassification Of Area Shown On Map Number 9-K.*  
(Application Number 13699)

*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 9-K in the area bounded by:

a line 249.94 feet northwest of and parallel to North Kostner Avenue; the public alley northeast of and parallel to North Milwaukee Avenue; a line 150.00 feet northwest of and parallel to North Kostner Avenue; and North Milwaukee 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 10-D.*  
(As Amended)  
(Application Number A-4939)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map Number 10-D for the three parcels bounded as follows:

a parcel described as East 41<sup>st</sup> Street; South Drexel Boulevard; East Bowen Avenue; and South Cottage Grove Avenue, to the point of beginning,

the parcel described as East Bowen Avenue; South Drexel Boulevard; East 42<sup>nd</sup> Street; the north/south alley west of Drexel Boulevard running north for 179.73 feet; a line 179.73 feet north of and parallel to East 42<sup>nd</sup> Street running west 15 feet; and a line 137.20 feet west of the intersection of East Bowen Avenue and South Drexel Boulevard running north to East Bowen Avenue, to the point of beginning,

and the parcel described as East 42<sup>nd</sup> Street; South Drexel Boulevard; East 42<sup>nd</sup> Place; the north/south alley west of South Drexel Boulevard; a line 136.87 feet north of and parallel to East 42<sup>nd</sup> Place running west 15 feet; and a line 168.7 feet west of South Drexel Boulevard running north 52.96 feet to East 42<sup>nd</sup> Street, to the point of beginning,

to those of Residential Planned Development Number \_\_\_\_\_ and a corresponding use district is hereby established in the area above described.

SECTION 2. In the area above described, the City Zoning Ordinance be amended by changing all of the symbols to those of a Planned Development and a corresponding use 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 approximately one hundred sixty-eight thousand five hundred seventy-four (168,574) square feet (net area) (plus three and eighty-seven hundredths (+ 3.87) acres) of property which is depicted on the attached Planned Development Boundary, Property Line and Right-of-Way Adjustment Map and is owned or controlled by the applicant, City of Chicago.

2. All applicable official reviews, approvals or permits which are necessary to implement this plan of development shall be obtained by the applicant or its successors, assignees or grantees. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this planned development shall be binding upon the applicant, its successors and assigns and, if different than the applicant, the legal title holders and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors and assigns and, if different than the applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property, including any homeowners' association which may be formed to represent all or some of the owners for zoning purposes and any ground lessors.
4. This plan of development consists of fourteen (14) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary, Property Line and Right-of-Way Adjustment Map; an Existing Land-Use Map; a Subarea Boundary Map; a Site Plan; a Landscape Plan and Building Elevations prepared by Fitzgerald Associates Architects dated May 1, 2002, and revised June 13, 2002. Full-sized copies of the Site Plan; Landscape Plan and the Building Elevations are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the property. This planned development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
5. The following uses shall be permitted in the area delineated herein as a residential planned development: attached single-family residential dwelling units, walk-up multi-family residential units, accessory parking and accessory uses.

6. Identification signs and temporary signs such as construction and marketing signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development.
7. Off-street parking facilities shall be provided in compliance with this planned development subject to the review and approval of the Departments of Transportation and Planning and Development.
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, except for in parking spaces delineated on the site plan. 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 the improvements and any appurtenance depicted on the Building Elevations attached hereto, the height of the improvements shall also be subject to limitations approved by the Federal Aviation Administration.
10. The improvements on the property, including the on-site exterior landscaping and the landscaping along the adjacent rights-of-way, shall be designed, constructed and maintained in substantial conformance with the Site and Landscape Plans and the Building Elevations. Parkway trees and landscaping shall be installed by the City of Chicago and maintained by the applicant in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance. In addition, the applicant agrees to make certain streetscape improvements as reflected on the Site Plan. Final landscape plans will be submitted to and approved by the Department of Planning and Development prior to or at the time of Part II Approval. All trash receptacles shall be stored in garages except on trash pick-up day(s).
11. The applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("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.

12. The requirements of the planned development may be modified, administratively, by the Commissioner of Planning and Development upon the application for such a modification by the applicant and a determination by the Commissioner of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this planned development and the purposes underlying the provisions hereof. Any such modification of the requirements of the planned development by the Commissioner of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
13. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this planned development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").
14. Unless substantial construction of the 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 zoning of the Property shall automatically revert to an R5 General Residence.

[Existing Zoning Map; Existing Land-Use Map; Subarea Boundary Map; Boundary, Property Line Map and Right-of-Way Adjustment Map; Site Plans; Landscape Plans; Building Elevations; Streetscape Elevations; and Detail Drawings referred to in these Plan of Development Statements printed on pages 91822 through 91847 of this *Journal*.]



Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

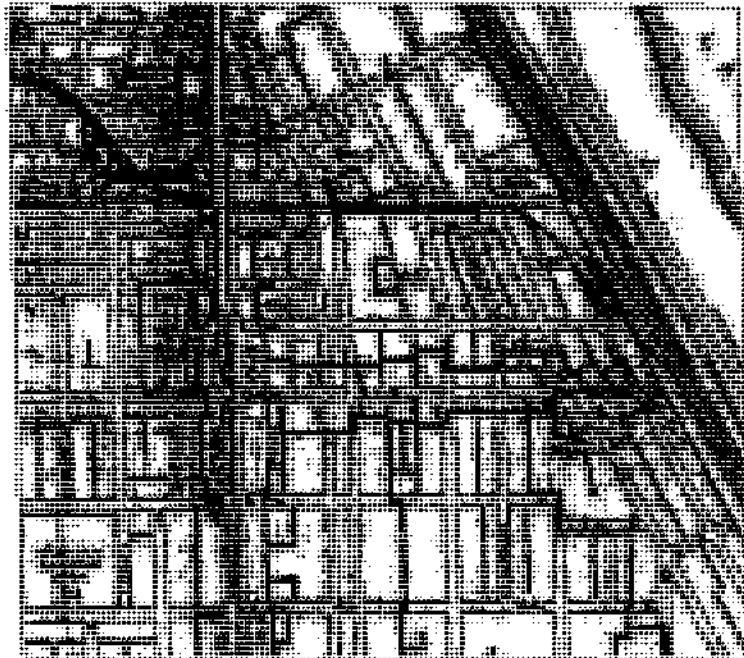
*Residential Planned Development Number \_\_\_\_\_.*

*Bulk Regulations And Data Table.*

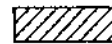
|                           |                                                                                                                                                              |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Gross Site Area:          | Total: 350,753 square feet (8.05 acres).                                                                                                                     |
| Subarea A:                | 210,099 square feet (4.8 acres).                                                                                                                             |
| Subarea B:                | 74,246 square feet (1.7 acres).                                                                                                                              |
| Subarea C:                | 66,408 square feet (1.52 acres).                                                                                                                             |
| Net Site Area:            | Total = Gross Site Area (350,753 square feet) - Area in Public Streets and Alleys (182,179 square feet) = Net Site Area of 168,574 square feet (3.87 acres). |
| Subarea A:                | Total = Gross Site Area (210,099 square feet) - Area in Public Streets and Alleys (98,962 square feet) = Net Site Area of 111,137 square feet (2.55 acres).  |
| Subarea B:                | Total = Gross Site Area (74,246 square feet) - Area in Public Streets and Alleys (44,065 square feet) = Net Site Area of 30,181 square feet (0.69 acres).    |
| Subarea C:                | Total = Gross Site Area (66,408 square feet) - Area in Public Streets and Alleys (39,152 square feet) = Net Site Area of 27,256 square feet (0.89 acres).    |
| Maximum Floor Area Ratio: | Total: 1.09.                                                                                                                                                 |
| Subarea A:                | 1.18.                                                                                                                                                        |

|                                                        |                                                                                                                                           |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Subarea B:                                             | 0.71.                                                                                                                                     |
| Subarea C:                                             | 1.17.                                                                                                                                     |
| Maximum Number of Residential Units:                   | 137 units.                                                                                                                                |
| Subarea A:                                             | 103 units.                                                                                                                                |
| Subarea B:                                             | 11 units.                                                                                                                                 |
| Subarea C:                                             | 23 units.                                                                                                                                 |
| Minimum Number of Accessory Off-Street Parking Spaces: | 155 spaces.                                                                                                                               |
| Subarea A:                                             | 108 spaces.                                                                                                                               |
| Subarea B:                                             | 24 spaces.                                                                                                                                |
| Subarea C:                                             | 23 spaces.                                                                                                                                |
|                                                        | (In the event fewer units are constructed, fewer parking spaces may also be constructed, however, the parking ratio shall be maintained). |
| Minimum Number of Off-Street Loading Docks:            | 0.                                                                                                                                        |
| Minimum Building Setbacks:                             | In substantial conformance with the Site Plan.                                                                                            |
| Maximum Building Height:                               | In accordance with Building Elevations.                                                                                                   |

## Existing Zoning Map.



INDICATED PROPERTY FOR  
PLANNED DEVELOPMENT

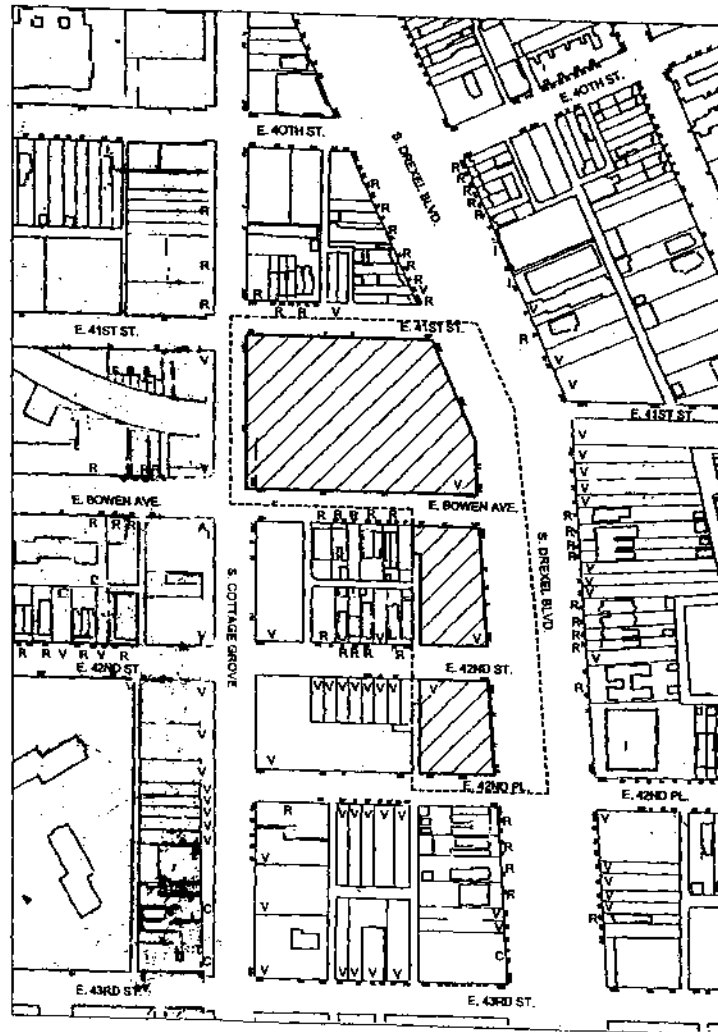


ZONING DISTRICT  
BOUNDARIES

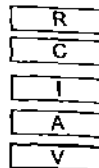


Alderman Preckwinkle on Behalf of City of Chicago and Chicago Housing Authority  
121 North LaSalle Street  
Chicago, Illinois 60602  
Submitted: May 1, 2002  
Revised: June 13, 2002

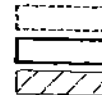
## Existing Land-Use Map.



RESIDENTIAL:  
COMMERCIAL:  
INSTITUTIONAL:  
ASSEMBLY:  
VACANT LOT

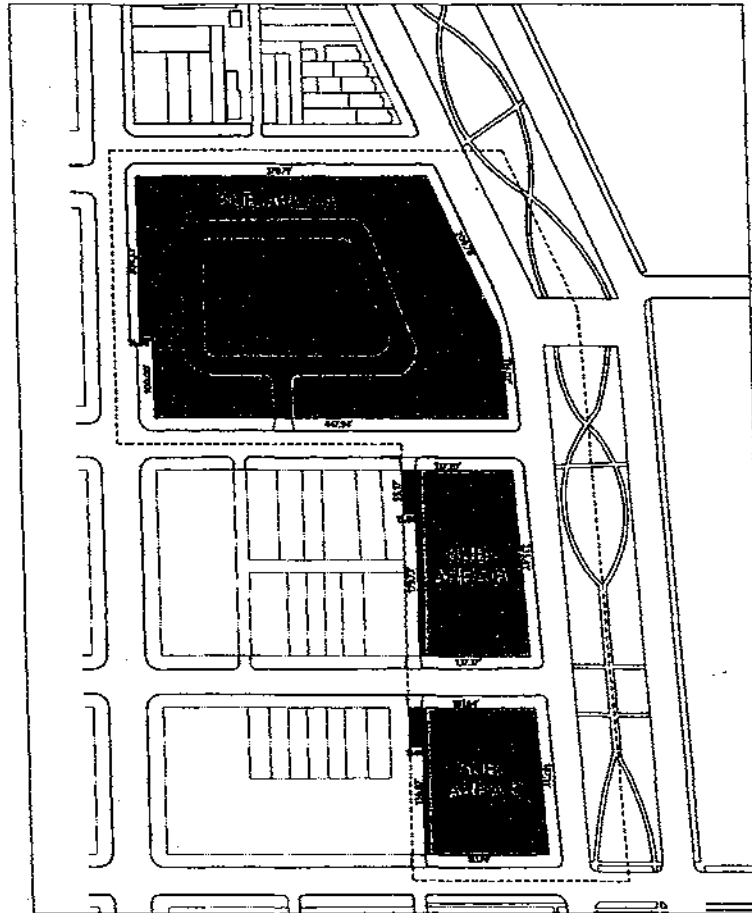


PLANNED DEVELOPMENT BOUNDARY  
PROPERTY LINES  
INDICATES PROPERTY FOR  
LAND DEVELOPMENT

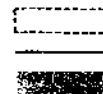


Alderman Preckwinkle on Behalf of City of Chicago and Chicago Housing Authority  
121 North LaSalle Street  
Chicago, Illinois 60602  
Submitted: May 7, 2002  
Revised: June 13, 2002

## Subarea Boundary Map.

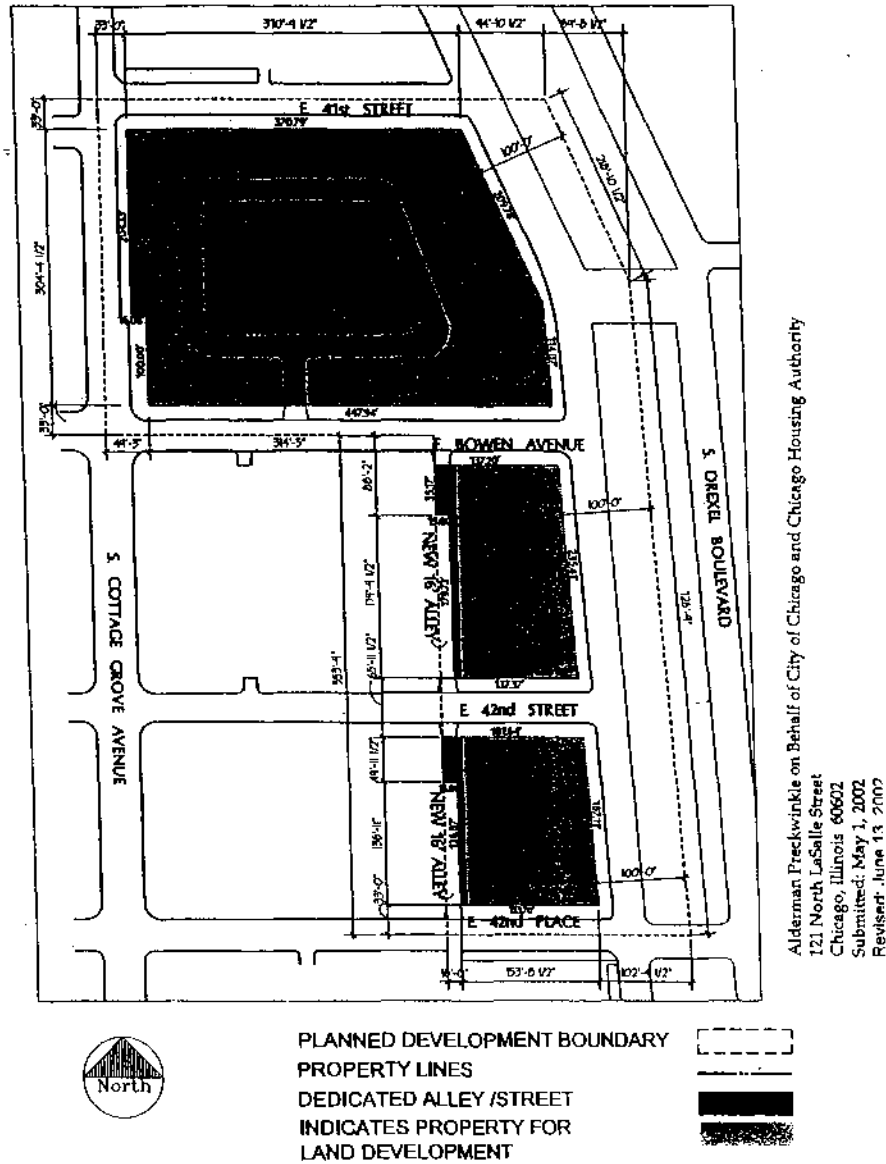


PLANNED DEVELOPMENT BOUNDARY  
PROPERTY LINES  
RESIDENTIAL

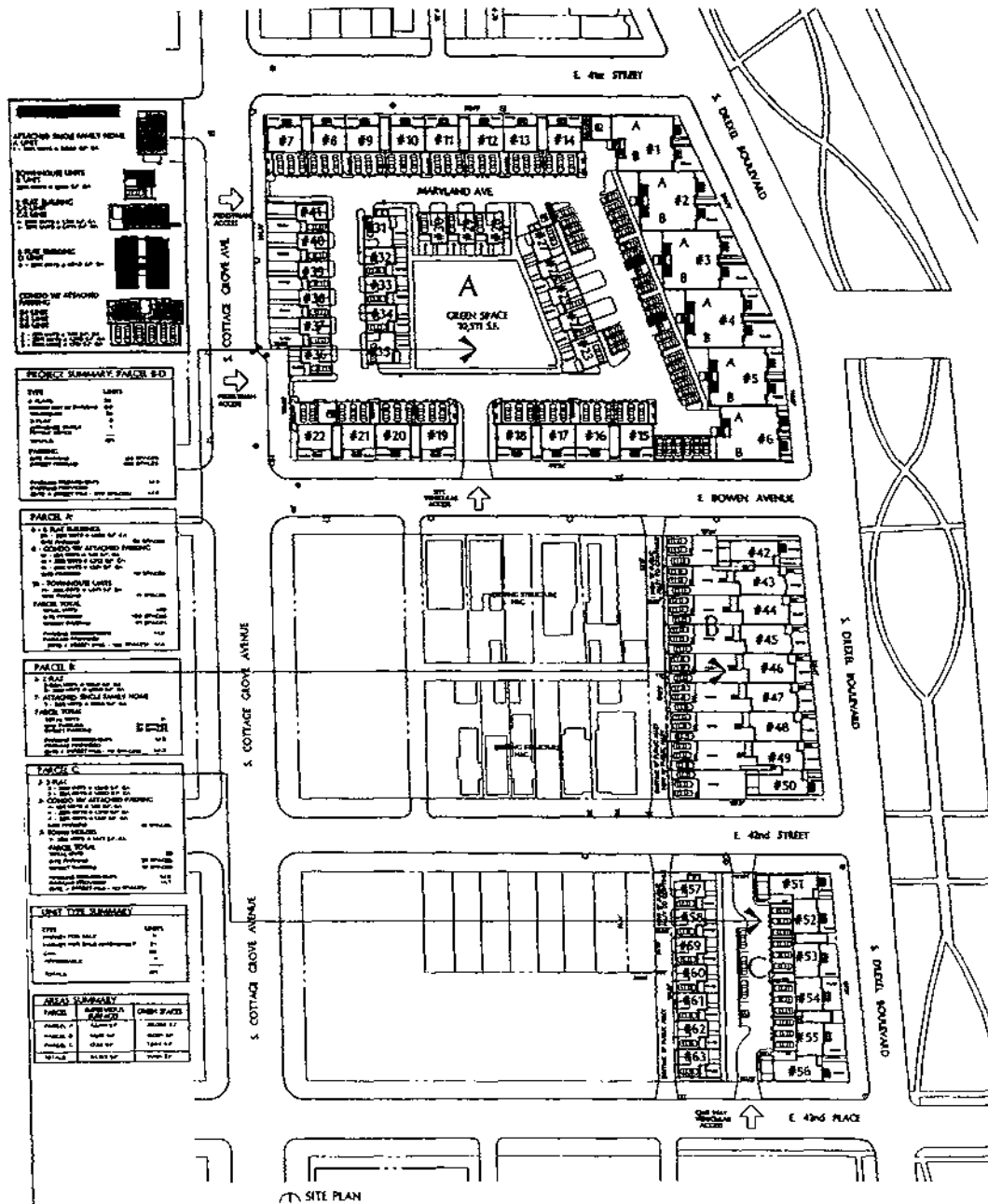


Alderman Preckwinkle on Behalf of City of Chicago and Chicago Housing Authority  
121 North LaSalle Street  
Chicago, Illinois 60602  
Submitted: May 1, 2002  
Revised: June 13, 2002

## Boundary, Property Line And Right-of-Way Adjustment Map.



## Site Plan.

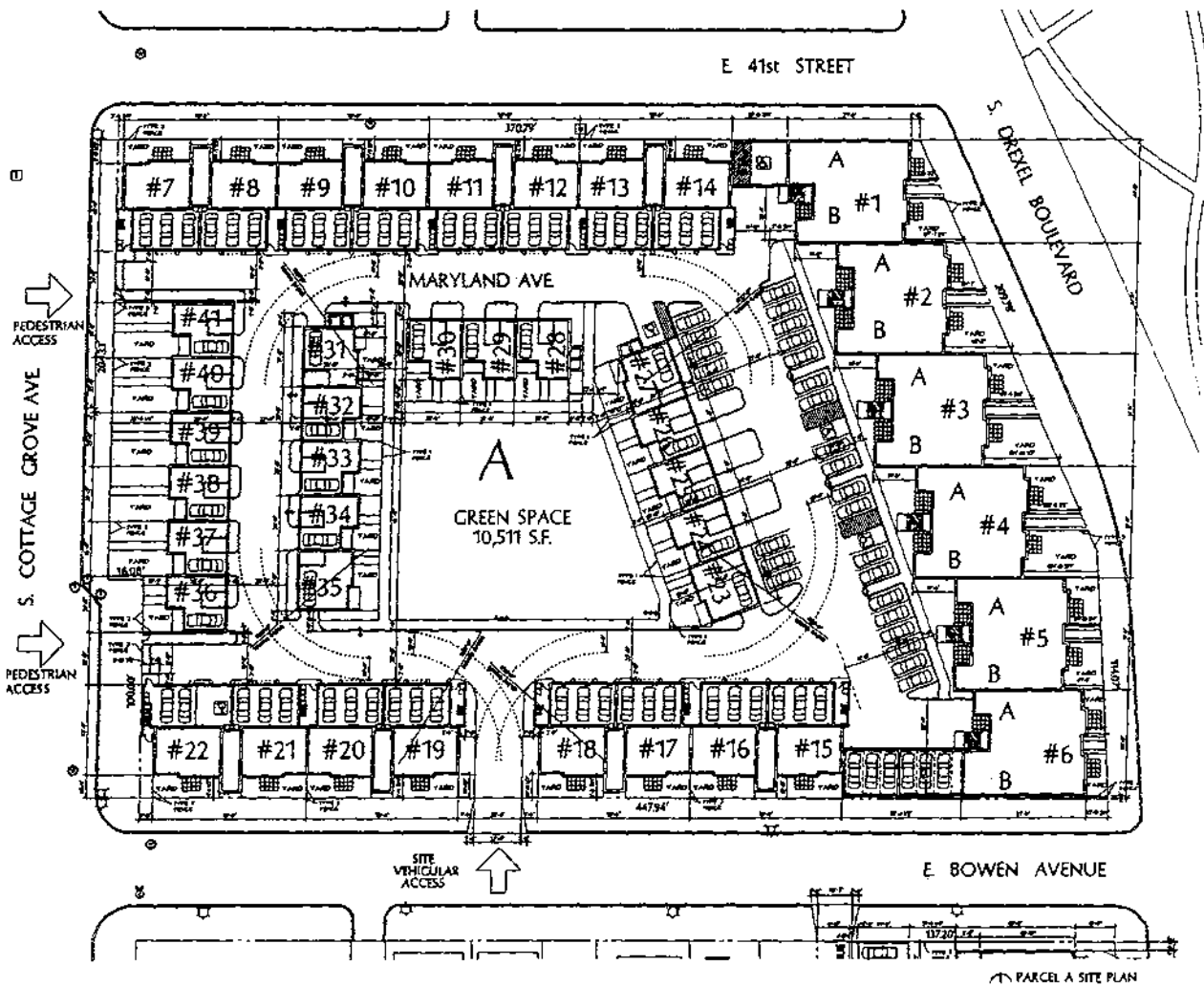


7/31/2002

REPORTS OF COMMITTEES

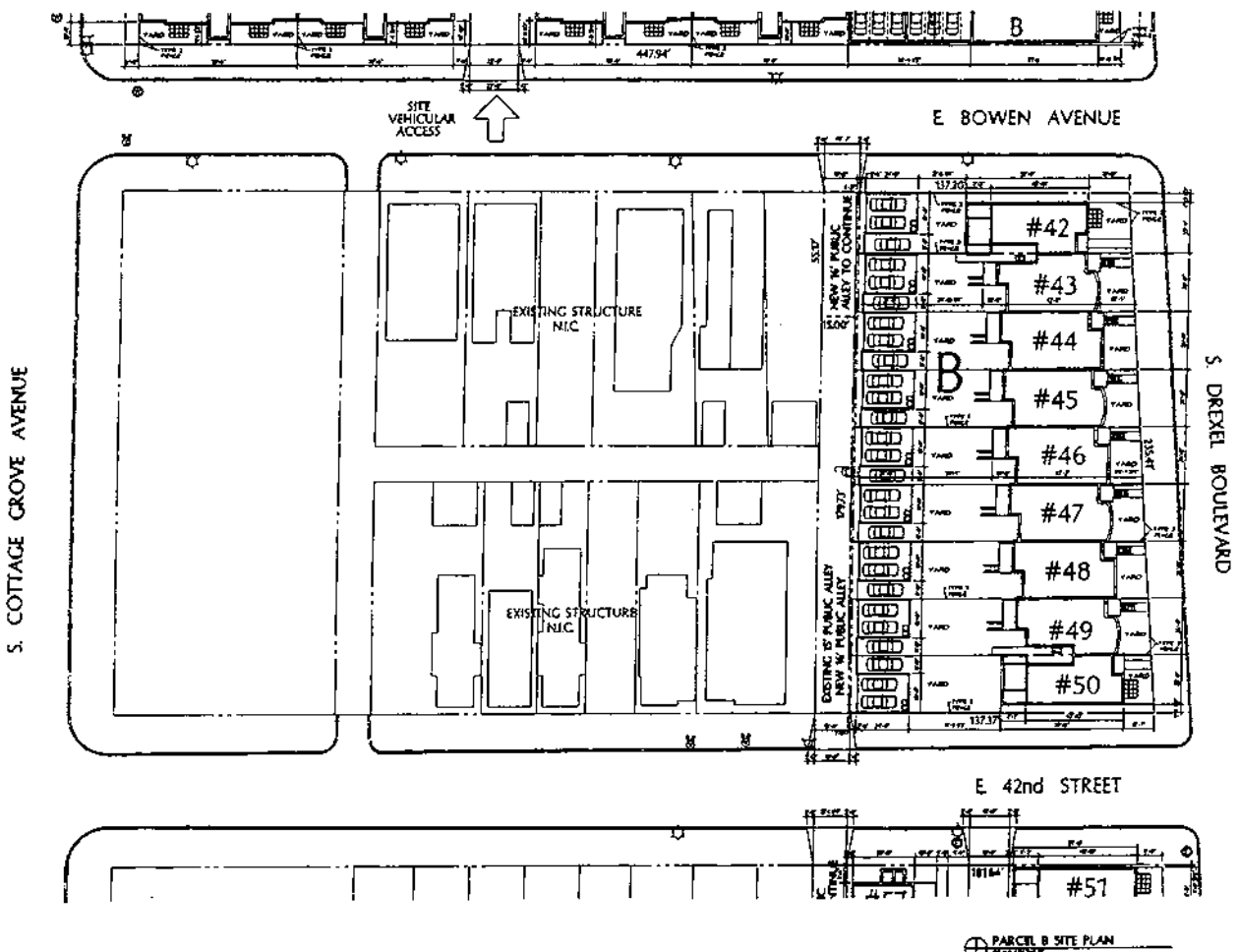
91827

Site Plan -- Parcel A.

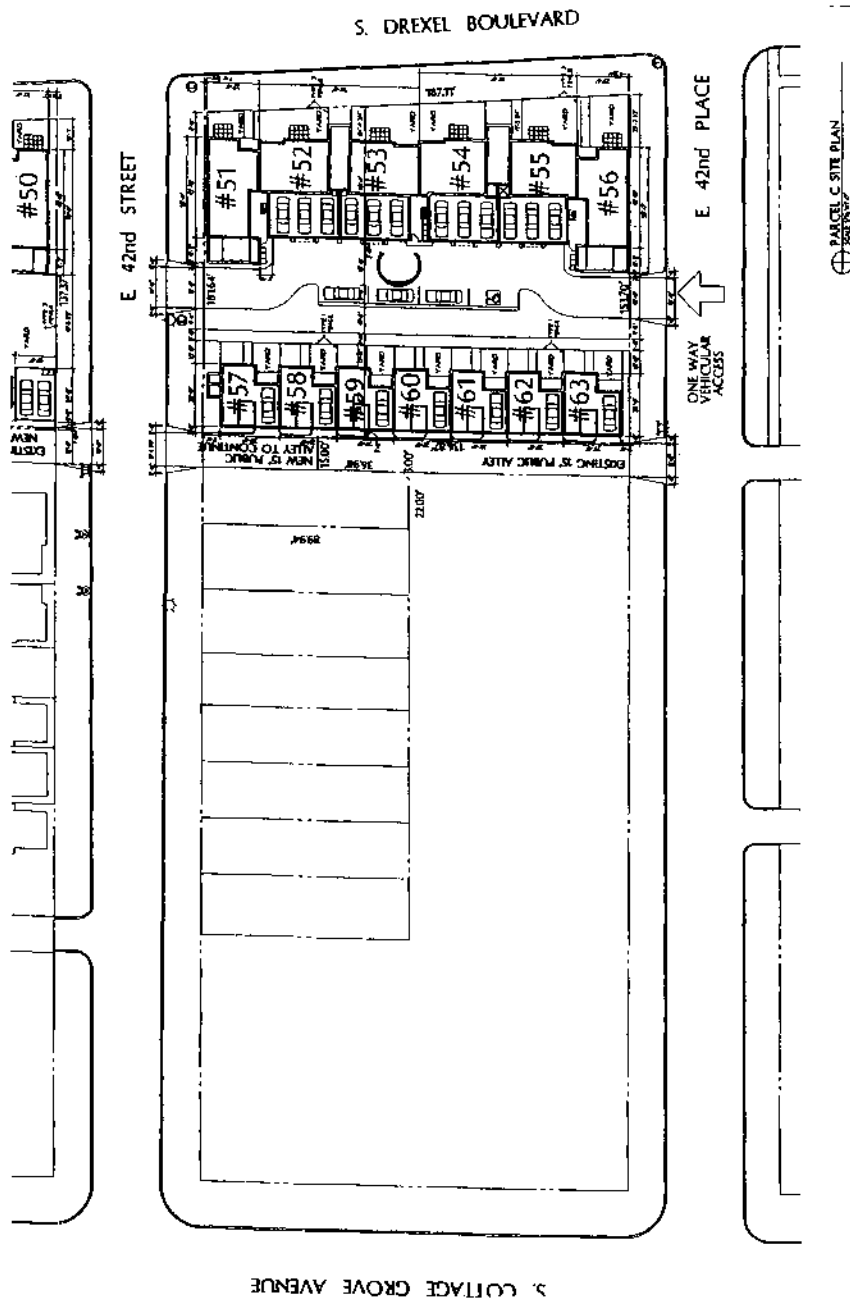




Site Plan -- Parcel B.

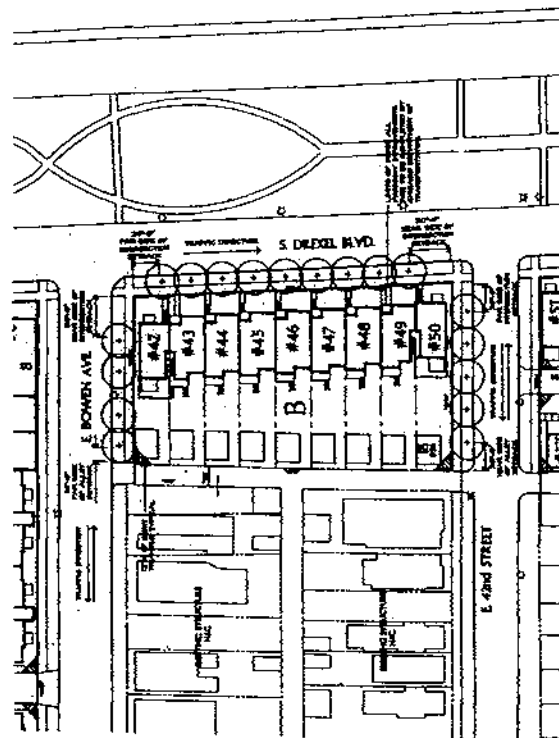


Site Plan -- Parcel C.





## Landscape Plan -- Parcel B.



LANDSCAPE PLAN - PARCEL B

|                                                                                                                                                              |                                                                                                                                                                                                                                           |                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>PROJECT NAME: _____</p> <p>PROJECT ADDRESS: _____</p> <p>PROJECT CITY: _____</p> <p>PROJECT STATE: _____</p> <p>PROJECT ZIP: _____</p> <p>DATE: _____</p> | <p><b>LANDSCAPE ORDINANCE ANALYSIS</b></p> <p><b>PARKWAY PLANTING</b></p> <p>1. <b>PLANT SPECIES</b></p> <p>2. <b>PLANT SIZE</b></p> <p>3. <b>PLANT SPACING</b></p> <p>4. <b>PLANT MAINTENANCE</b></p> <p>5. <b>PLANT REPLACEMENT</b></p> | <p><b>REGULAR USE AREA SCHEDULING</b></p> <p><b>REGULAR USE AREA SCHEDULING</b></p> <p><b>REGULAR USE AREA SCHEDULING</b></p> <p><b>REGULAR USE AREA SCHEDULING</b></p> <p><b>REGULAR USE AREA SCHEDULING</b></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



7/31/2002

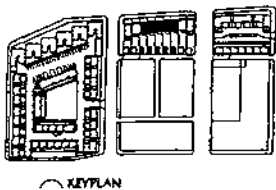
REPORTS OF COMMITTEES

91833

Row House Plans And Elections.



| 3 BEDROOM<br>ROW HOUSE       |           |
|------------------------------|-----------|
| BASEMENT:                    | 1,713 SF. |
| FIRST FLOOR:                 | 1,713 SF. |
| SECOND FLOOR:                | 1,715 SF. |
| SALEABLE W/OUT FINISHED BSMT | 3,236 SF. |
| SALEABLE W/ FINISHED BSMT    | 3,239 SF. |
| UNIT<br>DESCRIPTION:         |           |
| 2 CAR GARAGE                 | 369 SF.   |
| 3 BEDROOM, 2 1/2 BATH        |           |
| FAR APPLICABLE AREA:         | 2,216 SF. |



KEY PLAN

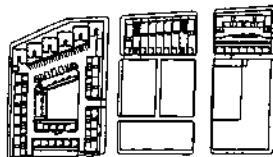
## Row House Adaptable Elevations.

FRONT ELEVATION  
SCALE 1/8" = 1'-0"

UNIT 41 (VISITABLE) WILL HAVE  
AN ELEVATOR SHAFT WITH CLOSETS.

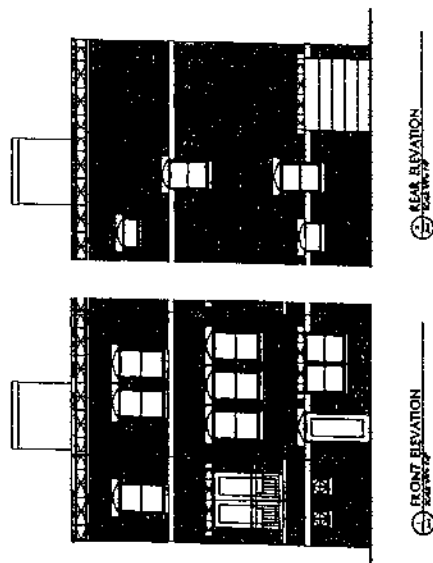
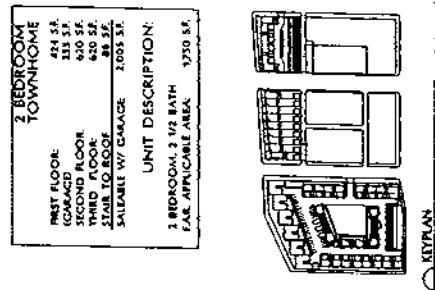
UNIT 49 (ADAPTABLE) WILL HAVE  
AN PLATFORM LIFT SHAFT WITH CLOSETS.

| 1 ADAPTABLE 3 BEDROOM<br>7 VISITABLE ROW HOUSE |           |
|------------------------------------------------|-----------|
| BASEMENT:                                      | 1,713 SF. |
| FIRST FLOOR:                                   | 1,713 SF. |
| SECOND FLOOR:                                  | 7,713 SF. |
| <hr/>                                          |           |
| SALEABLE W/OUT FINISHED BSMT                   | 2,226 SF. |
| SALEABLE W/ FINISHED BSMT                      | 3,339 SF. |
| <hr/>                                          |           |
| UNIT DESCRIPTION:                              |           |
| 2 CAR GARAGE                                   | 368 SF.   |
| 3 BEDROOM, 2 1/2 BATH                          |           |
| F.A.R. APPLICABLE AREA:                        | 2,226 SF. |



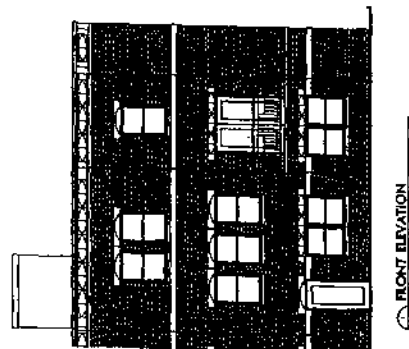
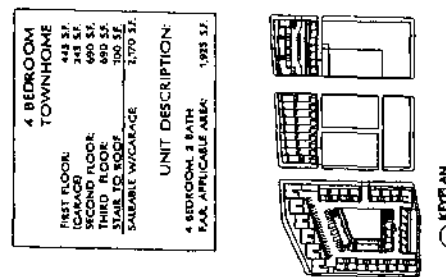
KEYPLAN

Two-Bedroom Plans And Elevation.

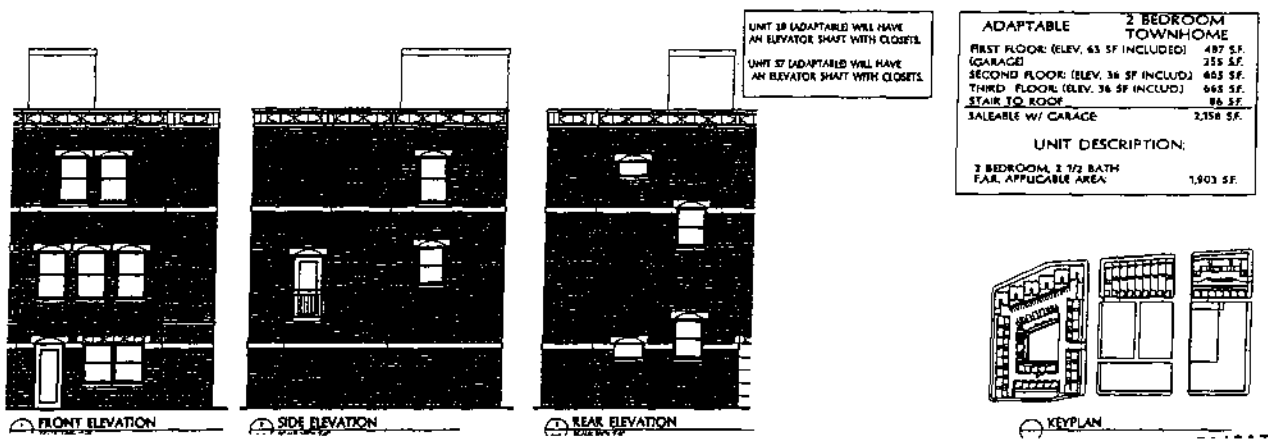




## Four-Bedroom Townhome Plans.



## Two-Bedroom Townhome -- Adaptable.

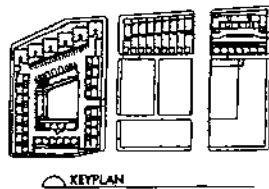


## Four-Bedroom Townhome -- Number 504 Accessible.

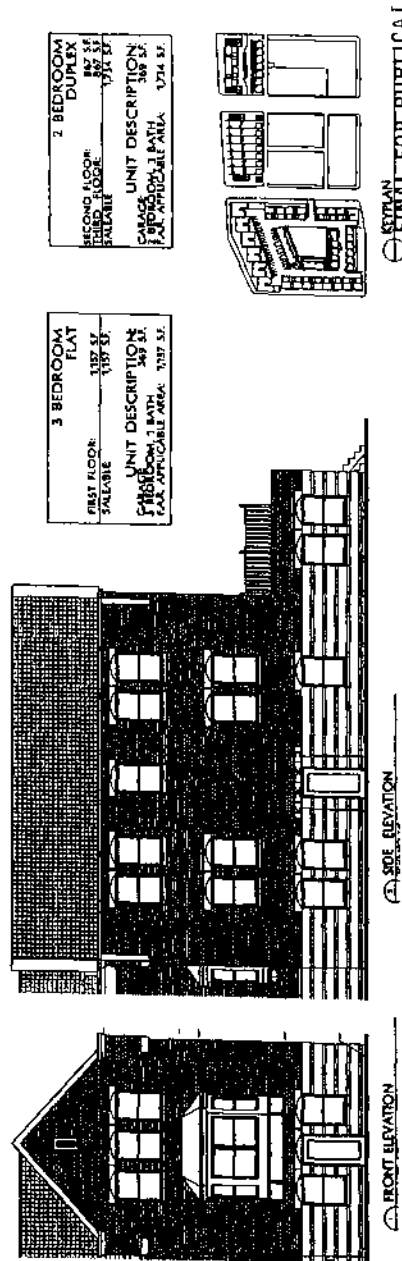


UNIT 31 EACH WILL HAVE AN ELEVATOR SHAFT WITH CLOSETS.  
 UNIT 27 (P504) WILL REQUIRE AN ELEVATOR AND A MACHINE ROOM ON 1ST FLOOR.

| #504 ACCESSIBLE/<br>IAC ADAPTABLE       | 4 BEDROOM<br>TOWNHOME |
|-----------------------------------------|-----------------------|
| FIRST FLOOR: (ELEV. 63 SF. INCLUDED)    | 508 SF.               |
| (GARAGE)                                | 245 SF.               |
| SECOND FLOOR: (ELEV. 36 SF. INCL.)      | 726 SF.               |
| THIRD FLOOR: FIRST (ELEV. 36 SF. INCL.) | 726 SF.               |
| STAIR TO ROOF                           | 100 SF.               |
| SALEABLE W/ GARAGE                      | 3,305 SF.             |
| UNIT DESCRIPTION:                       |                       |
| 4 BEDROOM, 3 1/2 BATH                   | 2,040 SF.             |
| FAR APPLICABLE AREA:                    |                       |



Two-Flat Plans And Elevation.



## Condominium Plans And Elevation.

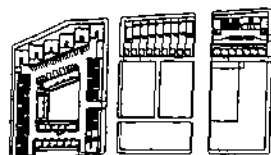


FRONT ELEVATION  
1" = 12' 0" (1/4" = 1' 0")

| 1 BEDROOM<br>1ST FLOOR  |          |
|-------------------------|----------|
| FIRST FLOOR:            | 694 S.F. |
| (GARAGE)                | 214 S.F. |
| SECOND FLOOR:           | N/A      |
| THIRD FLOOR:            | N/A      |
| SALEABLE W/ GARAGE      | 908 S.F. |
| UNIT DESCRIPTION:       |          |
| 1 BEDROOM, 1 BATH       |          |
| F.A.R. APPLICABLE AREA: | 694 S.F. |

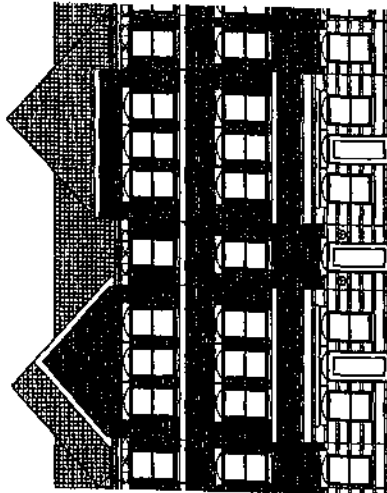
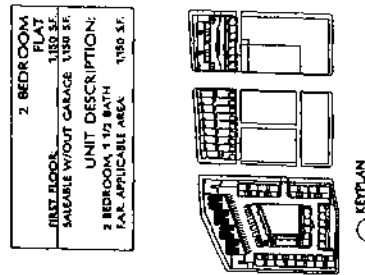
| 3 BEDROOM<br>DUPLEX FRONT |            |
|---------------------------|------------|
| FIRST FLOOR:              | N/A        |
| (GARAGE)                  | 211 S.F.   |
| SECOND FLOOR-STAIR        | 694 S.F.   |
| THIRD FLOOR:              | 798 S.F.   |
| SALEABLE W/ GARAGE        | 1,703 S.F. |
| UNIT DESCRIPTION:         |            |
| 3 BEDROOM, 1 1/2 BATH     |            |
| F.A.R. APPLICABLE AREA:   | 1,492 S.F. |

| 2 BEDROOM<br>DUPLEX BACK |            |
|--------------------------|------------|
| FIRST FLOOR:             | N/A        |
| (GARAGE)                 | 211 S.F.   |
| SECOND FLOOR:            | 601 S.F.   |
| THIRD FLOOR:             | 629 S.F.   |
| SALEABLE W/ GARAGE       | 1,441 S.F. |
| UNIT DESCRIPTION:        |            |
| 2 BEDROOM, 1 1/2 BATH    |            |
| F.A.R. APPLICABLE AREA:  | 1,330 S.F. |

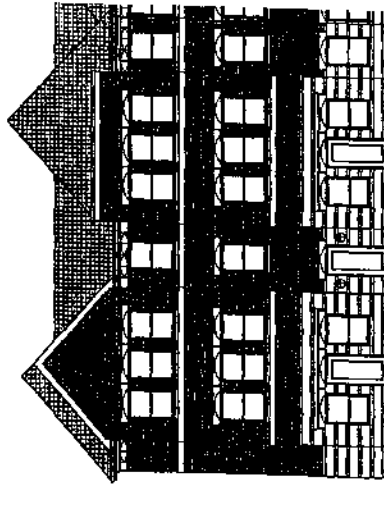
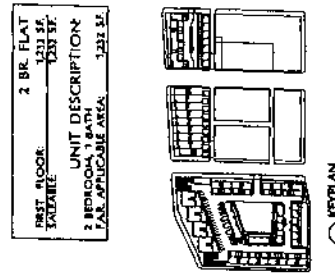


KEY PLAN  
1" = 12' 0" (1/4" = 1' 0")

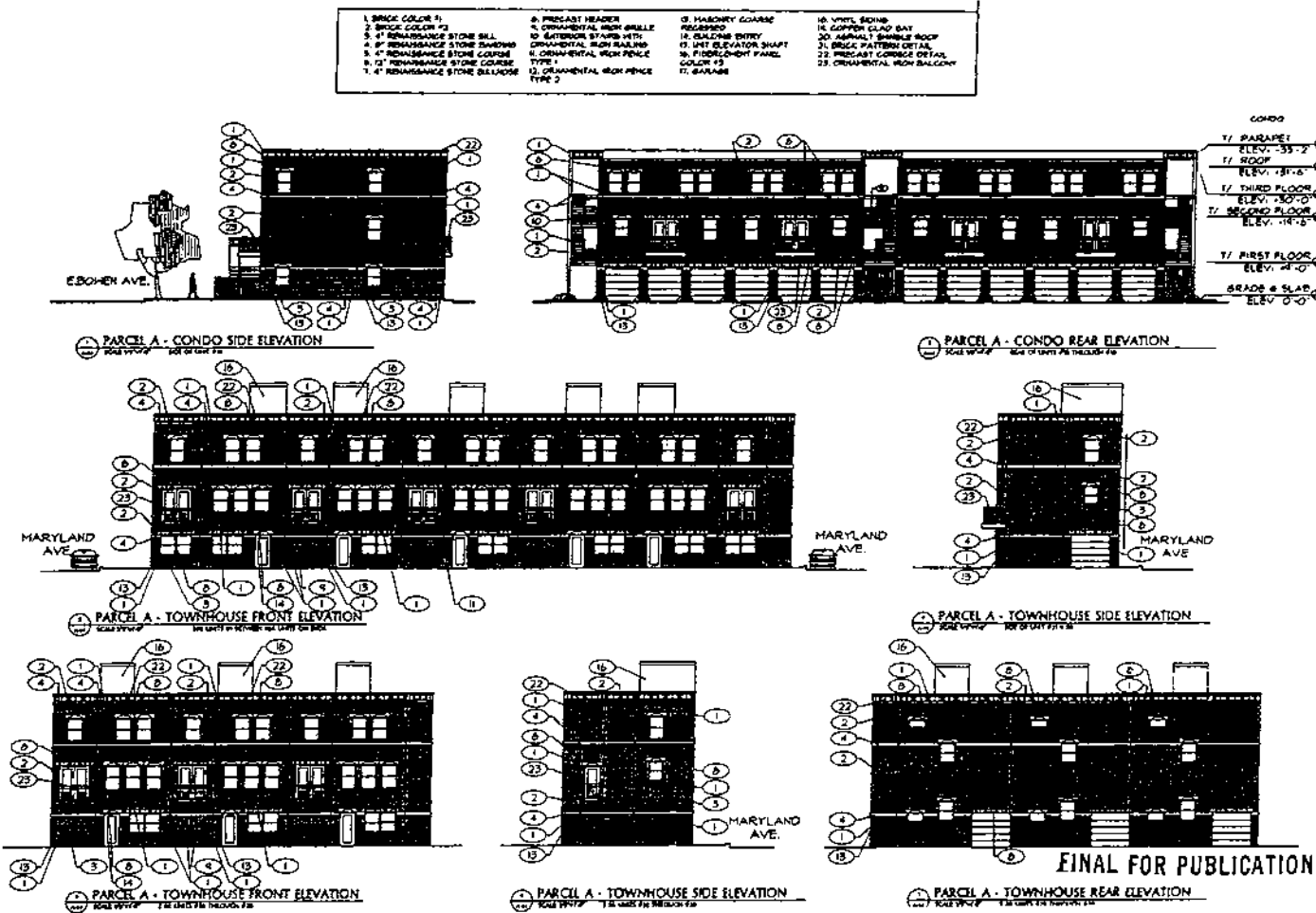
## Six-Flat Plans And Elevation.



## Six-Flat End Unit Elevation.



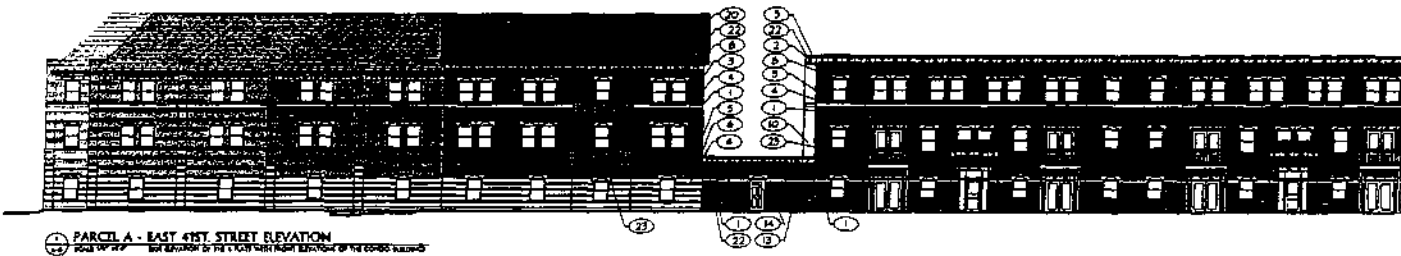
Streetscape Elevations -- Parcel A.  
(Page 1 of 2)



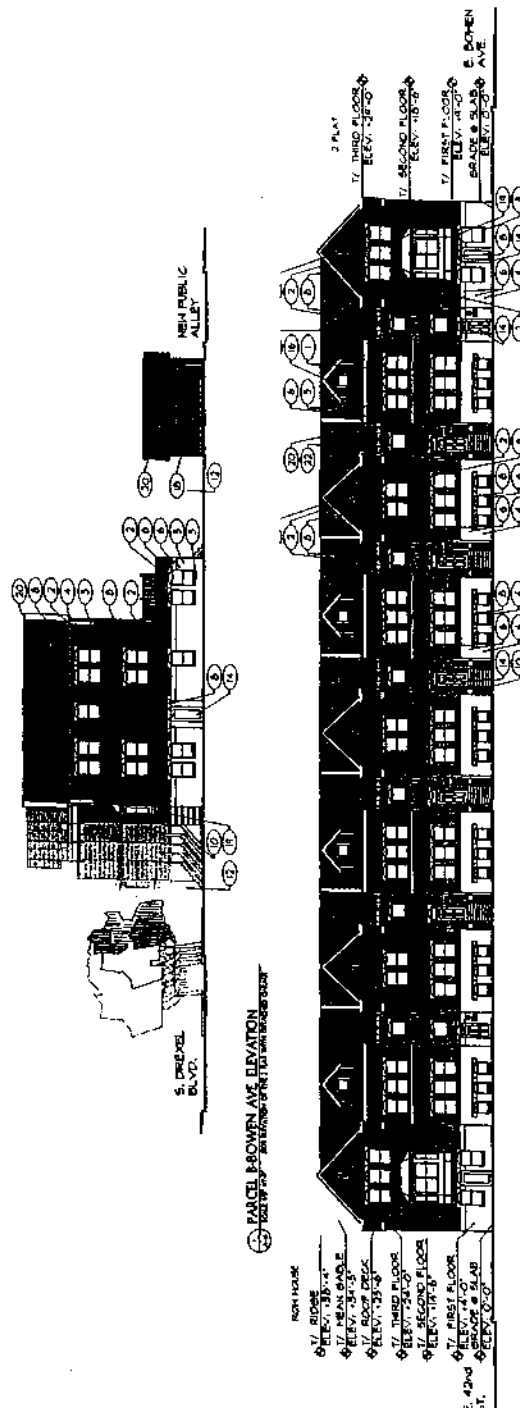


Streetscape Elevations -- Parcel A.  
(Page 2 of 2)

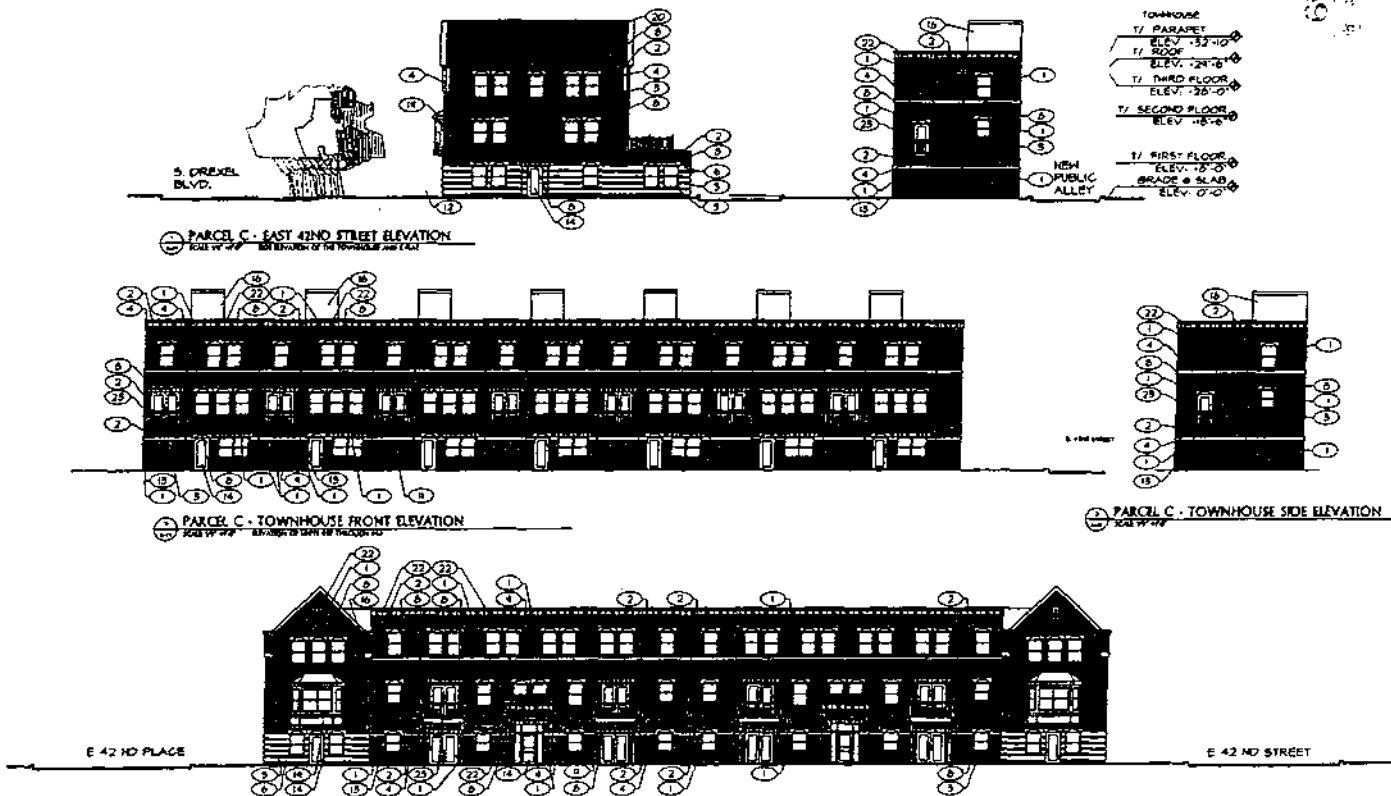
| KEYNOTES                         |                             |                             |                           |
|----------------------------------|-----------------------------|-----------------------------|---------------------------|
| 1. BRICK COLOR H                 | 8. PRECAST HEADERS          | 18. MASONRY COURSE          | 26. VINYL SIDING          |
| 2. BRICK COLOR 12                | 9. ORNAMENTAL IRON GRILLE   | 19. PRECAST                 | 27. COPPER GLAZ BAY       |
| 3. 4" RENAISSANCE STONE WALL     | 10. EXTERIOR STAIRS WITH    | 20. BALCONY ENTRY           | 28. ASPHALT SHINGLE ROOF  |
| 4. 8" RENAISSANCE STONE BANDING  | 11. ORNAMENTAL IRON RAILING | 21. GAT ELEVATOR SHAFT      | 29. BRICK PATTERN DETAIL  |
| 5. 4" RENAISSANCE STONE CORNER   | 12. ORNAMENTAL IRON FENCE   | 22. PRECAST CORNER DETAIL   | 30. PRECAST CORNER DETAIL |
| 6. 12" RENAISSANCE STONE COURSE  | TYPE 1                      | 23. ORNAMENTAL IRON GALLERY |                           |
| 7. 4" RENAISSANCE STONE BULLHORN | 13. ORNAMENTAL IRON FENCE   |                             |                           |
|                                  | TYPE 2                      | 17. BARANE                  |                           |



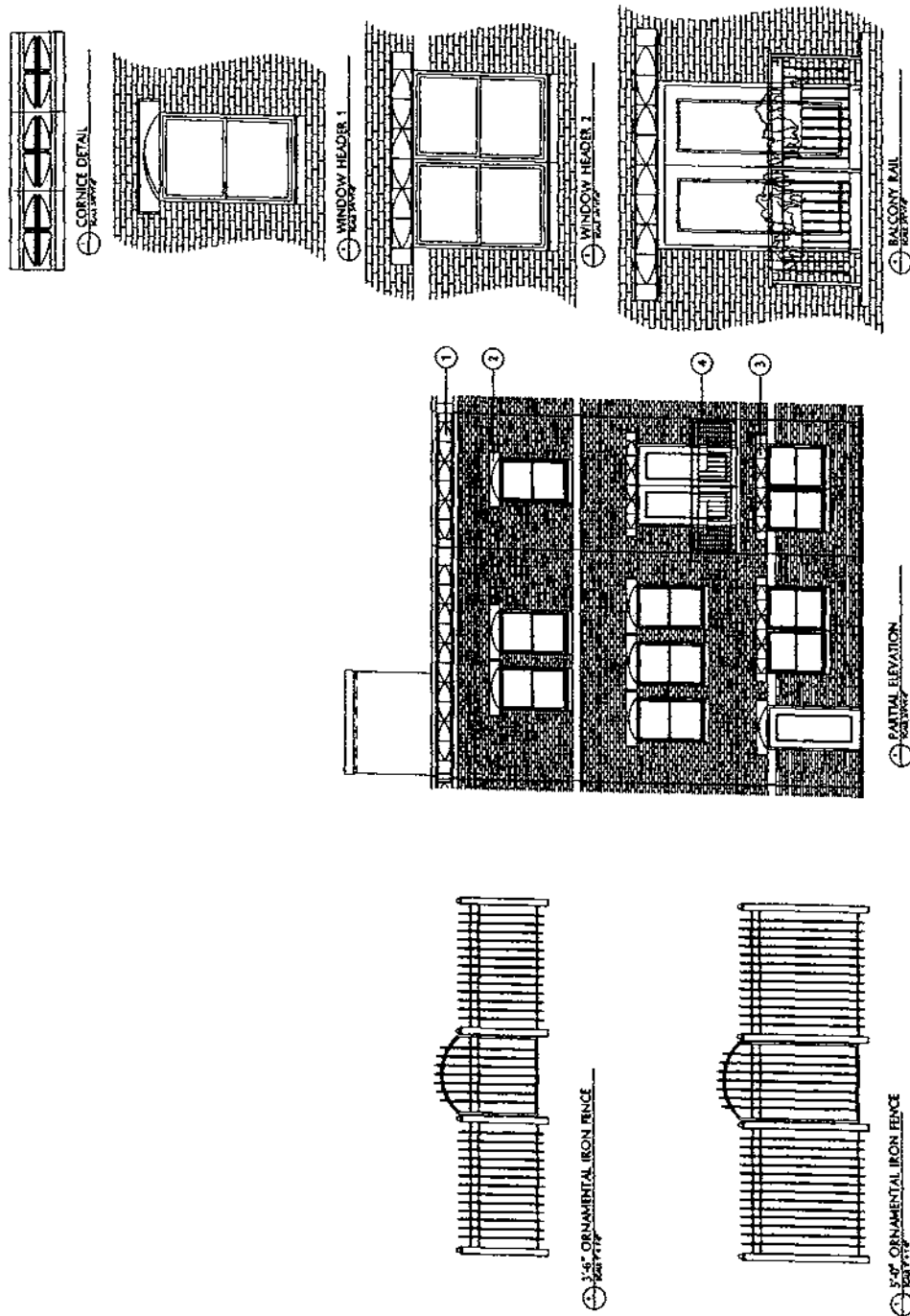
## Streetscape Elevation -- Parcel B.



Streetscape Elevations -- Parcel C.



Ornamental Iron Fence, Partial Elevation And  
Balcony Rail Details.



*Reclassification Of Area Shown On Map Number 10-D.*  
(Application Number 13725)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R4 General Residence District, R5 General Residence District and B4-3 Restricted Service District symbols and indications as shown on Map Number 10-D in the area bounded by:

a line 201 feet north of and parallel to East 47<sup>th</sup> Street; a line 100.06 feet west of and parallel to South Woodlawn Avenue; a line 110.94 feet north of and parallel to East 47<sup>th</sup> Street; South Woodlawn Avenue; East 47<sup>th</sup> Street; and a line 296.88 feet west of and parallel to South Woodlawn Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area described above.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.

---

*Reclassification Of Area Shown On Map Number 11-I.*  
(Application Number 13701)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the C1-1 Restricted Commercial District symbols and indications as shown on Map Number 11-I in the area bounded by:

the public alley north of and parallel to West Irving Park Road; North Campbell Avenue; West Irving Park Road; and North Maplewood Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 11-I.*  
(Application Number 13712)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B4-1 Restricted Service District symbols and indications as shown on Map Number 11-I in the area bounded by:

a line 127 feet north of and parallel to West Irving Park Road; a line 125.5 feet east of and parallel to North Troy Street; West Irving Park Road; and North Troy 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 after its passage and due publication.

---

*Reclassification Of Area Shown On Map Number 12-M.*  
(Application Number 13698)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the R2 Single-Family Residence District symbols and indications as shown on Map Number 12-M in the area bounded by:

a line 59.50 feet south of and parallel to West 53<sup>rd</sup> Street; South Mobile Avenue; West 53<sup>rd</sup> Street; and the public alley next east of and parallel to South Mobile Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area described above.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 12-M.*  
(Application Number 13734)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R2 Single-Family Residence District and R3 General Residence District symbols and indications as shown on Map Number 12-M in the area bounded by:

a line 410 feet south of and parallel to West 53<sup>rd</sup> Street; South Austin Avenue; the public alley next north of and parallel to West Archer Avenue; and a line 133.15 feet west of and parallel to South Austin Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area described above.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.

---

*Reclassification Of Area Shown On Map Number 13-G.*  
(Application Number 13732)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 General Retail District symbols and indications as shown on Map Number 13-G in the area bounded by:

a line 132.16 feet north of and parallel to West Berwyn Avenue; North Clark Street; West Berwyn Avenue; and the public alley next west of and parallel to North Clark Street,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area described above.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.

---

*Reclassification Of Area Shown On Map Number 14-N.  
(Application Number 13724)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the R2 Single-Family Residence District symbols and indications as shown on Map Number 14-N in the area bounded by:

a line 314 feet south of and parallel to West 58<sup>th</sup> Street; South New England Avenue; a line 406 feet south of and parallel to West 58<sup>th</sup> Street; and the public alley next west of and parallel with South New England Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map Number 16-N.  
(Application Number 13709)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map Number 16-N in the area bounded by:



West 65<sup>th</sup> Street; South Normandy Avenue; a line 136.18 feet north of West 65<sup>th</sup> Street; a line from a point 136.18 feet north of West 65<sup>th</sup> Street and 180 feet east of South Normandy Avenue, to a point 136.09 feet north of West 65<sup>th</sup> Street; and a line 136.09 feet north of West 65<sup>th</sup> Street and 180 feet east of South Normandy Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map Number 18-D.*  
(As Amended)  
(Application Number 13665)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 18-D in the area bounded by:

South South Chicago Avenue, from a point 80.2324 feet southeast of East 74<sup>th</sup> Street and East 74<sup>th</sup> Street, from South South Chicago Avenue, to a point 112.45 feet east of South South Chicago Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 18-F.*  
(Application Number 13723)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Zoning Ordinance, is hereby amended by changing all of the B4-2 Restricted Service District symbols and indications as shown on Map Number 18-F in the area bounded by:

a line 526.67 feet northeast of and almost parallel to West 73<sup>rd</sup> Street; the public alley next east of and parallel to South Vincennes Avenue; West 73<sup>rd</sup> Street; and South Vincennes Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area described above.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.

---

*Reclassification Of Area Shown On Map Number 18-H.*  
(Application Number 13696)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 18-H in the area bounded by:

the alley next north of and parallel to West 79<sup>th</sup> Street; South Claremont Avenue; West 79<sup>th</sup> Street; and South Western 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 after its passage and due publication.

*Reclassification Of Area Shown On Map Number 19-I.*  
(Application Number 13653)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-1 Restricted Service District symbols and indications as shown on Map Number 19-I in the area bounded by:

Parcel 1:

West Howard Street; a line 75.00 feet west of and parallel to North California Avenue; the public alley south of and parallel to West Howard Street; and a line 175.00 feet west of and parallel to North California Avenue;

And

Parcel 2:

West Howard Street; North California Avenue; the public alley south of and parallel to West Howard Street; and a line 75.00 feet west of and parallel to North California Avenue,

to those of an R4 General Residence District (Parcel 1) and a B4-2 Restricted Service District (Parcel 2) and a corresponding use district is hereby established in the areas above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map Number 22-B.*  
(Application Number 13731)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 General Retail District symbols and indications as shown on Map Number 22-B in the area bounded by:

East 88<sup>th</sup> Street; the public alley next east of and parallel to South Commercial Avenue; a line 155 feet south of and parallel to East 88<sup>th</sup> Street; and South Commercial 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 13704)*

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-1 Restricted Commercial District symbols and indications as shown on Map Number 26-E in the area bounded by:

East 104<sup>th</sup> Place; the public alley next east of and parallel to South Michigan Avenue; a line 153.50 feet south of and parallel to East 104<sup>th</sup> Place; and South Michigan 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 26-E.  
(Application Number 13705)*

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C2-1 General Commercial District symbols and indications as shown on Map Number 26-E in the area bounded by:

a line 442.76 feet north of and parallel to East 107<sup>th</sup> Street; South Michigan Avenue; a line 339.20 feet north of and parallel to East 107<sup>th</sup> Street; and the public alley next west of and parallel to South Michigan Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area described above.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.

---

*Reclassification Of Area Shown On Map Number 26-E.  
(Application Number 13706)*

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-1 Restricted Commercial District symbols and indications as shown on Map Number 26-E in the area bounded by:

a line 199.37 feet north of and parallel to East 107<sup>th</sup> Street; the public alley next east of and parallel to South Michigan Avenue; East 107<sup>th</sup> Street; and South Michigan 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.

At this point in the proceedings, Alderman Levar moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of and action upon two proposed ordinances authorizing the acquisition of property for airport purposes. The motion *Prevailed*.

AUTHORIZATION FOR ACQUISITION OF PROPERTY IN  
DU PAGE COUNTY, VILLAGE OF BENSENVILLE  
AND VILLAGE OF ELK GROVE FOR  
AIRPORT PURPOSES.

Alderman Levar moved to *Pass* a proposed ordinance authorizing the acquisition of property in Du Page County, the Village of Bensenville and the Village of Elk Grove for airport purposes. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Article VII, Section 1 of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Article VII, Section 6(a) of the Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

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

WHEREAS, The Airport is located in the Counties of Cook and Du Page; and

WHEREAS, The City possesses the power and authority to acquire private and public property both within and outside its municipal boundaries and within and outside Cook County for Airport uses and purposes and uses and purposes related thereto pursuant to the provisions, among others, of its home rule powers and

Divisions 101 and 102 of Article 11 of the Illinois Municipal Code; and

WHEREAS, The Airport is essential as a part of the United States air transportation system; and

WHEREAS, The Airport is a major contributor to the economic welfare of the State of Illinois, the Midwest region of the United States and the City; and

WHEREAS, The City intends to acquire land to expand the existing boundaries of the Airport (the "Plan"); and

WHEREAS, The City intends to use the land acquired under this ordinance for projects related to some or all of the following purposes: reconfiguration of existing runways and/or the construction of new runways consistent with all applicable laws; the construction of a new terminal on the western portion of the Airport; the construction and reconstruction of ground transportation facilities in the acquisition area necessary and integral to the operation of the Airport, including but not limited to roadways, ramps, parking, staging areas and/or mass transit facilities; and

WHEREAS, The City intends to acquire and maintain clear zones ("Clear Zones and/or Runway Protection Zones") for the Airport as requested by the Federal Aviation Administration or as proposed by the City for tall structure approach and compatible land-use approach protection and for safety and ambiance control purposes; and

WHEREAS, It is necessary to acquire certain real property, interests therein and easements within the boundaries described in Exhibit A hereto, in order to construct, operate, implement and maintain the above-described facilities, improvements and enhancements (the "Projects"); and

WHEREAS, The land acquisition is necessary to improve air transportation services at the Airport, reduce delays throughout the national air transportation system, increase security and better serve the users of the Airport and enhance air services at the Airport; and

WHEREAS, A public hearing was held on July 8, 2002, pursuant to Sections 4a through 4d of Division 102 of Article 11 of the Illinois Municipal Code at which residents of municipalities and the municipalities contiguous to the Airport were given a full disclosure of the Plan and were offered an opportunity to provide comment and testimony regarding the Plan; and

WHEREAS, The Department of Aviation has contacted property owners whose property may be affected by the Plan and has held a meeting with such property owners to discuss the property acquisition process and relocation benefits available to property owners and tenants; 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 and determinations of the City Council.

SECTION 2. It is hereby found, determined and declared that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use the real property and interests therein described on Exhibit A located in Du Page County, Illinois, the Village of Bensenville, Illinois and the Village of Elk Grove Village, Illinois attached hereto and made a part hereof. The property to be acquired may be privately-owned or publicly-owned, may be inside or outside the City's corporate boundaries and shall be in addition to property that the City currently owns in such area. The property to be acquired includes interests in fee simple or lesser interests including but not limited to easements. The property to be acquired furthers the general usefulness and utility of the Airport, and the national air transportation system, by enhancing it with improvements including, but not limited to, projects related to some or all of the following purposes: reconfiguration of existing runways and/or the construction of new runways; the operation and maintenance of runways and taxiways; the construction and reconstruction of ground and surface transportation improvements in the acquisition area including roadways, ramps, parking, mass transit and staging areas; the construction of a new terminal on the western portion of the Airport; Clear Zones; Runway Protection Zones; and service, airway and airport facilities related to and supporting these uses.

SECTION 3. The Corporation Counsel is hereby authorized and empowered to make offers and negotiate settlements on behalf of the City with the owner or owners of the above-described real property for the purchase thereof by the City.

SECTION 4. In the event the Corporation Counsel is able to agree with owners on the price to be paid for said properties the Corporation Counsel is authorized to execute and deliver on behalf of the City purchase contracts for said properties payable from legally available funds of the Airport for the amounts of the approved appraisals or administrative settlements in accordance with federal regulations.

SECTION 5. In the event that the Corporation Counsel is unable to agree with the owner or owners of such real property as to the compensation to be paid therefor, then title to and possession of such real property may be acquired by the City through condemnation, and the Corporation Counsel is hereby authorized and empowered to institute proceedings in a court of competent jurisdiction and to acquire title to and possession of such real property by the City in accordance with applicable eminent domain laws and in the manner provided by the Code of Civil Procedure.

SECTION 6. The Commissioner of the Department of Aviation is authorized to provide relocation assistance in accordance with federal law and regulations to



persons and businesses displaced by the land acquisition described herein.

SECTION 7. All other ordinances of the City Council, or parts of ordinances and resolutions, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 8. If any section, paragraph, clause or other provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or other provision shall not affect any remaining section, paragraph, clause or provision of this ordinance.

SECTION 9. This ordinance shall be in force and effect upon its passage and approval.

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

*Exhibit "A".*

Parcel 2A.

A parcel of land lying in the northwest quarter of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian described as follows:

beginning at the intersection of the east right-of-way line of Carmen Drive extended north and the centerline of Old Higgins Road; thence southeasterly along said centerline to the east line of the west half of the northwest quarter of said Section 36; thence south along said east line to the northwesterly right-of-way line of the Chicago & Northwestern Railroad; thence southwesterly along said northwesterly right-of-way line to the south line of said northwest quarter; thence west along said south line to the east right-of-way line of Carmen Drive extended south; thence north along said southerly extension and continuing along the east right-of-way of said Carmen Drive and its northerly extension to the point of beginning, all in Cook County, State of Illinois. Said parcel contains 15.2 acres, more or less.

Parcel 4.

A parcel of land lying in the southwest quarter of Section 12 and in Section 13, Township 40 North, Range 11 East of the Third Principal Meridian described as follows:

beginning at the northwest corner of said Section 13; thence east 664 feet along the north line of said Section 13 to the southwest corner of a parcel designated by Permanent Index Number 03-12-300-002; thence northeasterly along the northwesterly line of said parcel, about 1,002 feet to a point on the east line of the west half of the southwest quarter of said Section 12, said point is about 769 feet north of the south line of said Section 12; thence south 769 feet along said east line to the south line of the southwest quarter of said Section 12; thence east along said south line 689 feet to the northeast corner of George E. Franzen's Garden & Orchard Addition, said point being approximately 648.5 feet westerly of the northeast corner of the northwest quarter of Section 13; thence southerly along the east line of said Franzen's Garden & Orchard Addition to the centerline of Irving Park Road; thence southeasterly along said centerline to the east line of O'Leary's Addition Subdivision extended northerly to the centerline of Irving Park Road; thence south along said extension, continuing south along the east line of O'Leary's Addition and continuing south along the east line of International Cargo Center Resubdivision Number 1, to the north right-of-way line of the C. M. St. P. & P. Railroad; thence westerly about 430 feet, along said north line to a point of intersection of said north line with the northeasterly extension of the east line of Lot 7 of Brettman's Addition to Bensenville; thence southwesterly along said extension and continuing along the east line of said Lot 7 extended southwesterly to the centerline of Green Street; thence northwesterly along the centerline of Green Street to the centerline of York Road; thence north along the centerline of York Road, said centerline also being the west line of Section 13-40-11, to the point of beginning, all in Du Page County, State of Illinois. Said parcel contains 240.7 acres, more or less.

Parcel 5.

A parcel of land lying in the southeast and northeast quarters of Section 13, Township 40 North, Range 11 and the northwest and southwest quarters of Fractional Section 18, Township 40 North, Range 12 east of the Third Principal Meridian described as follows:

beginning at the intersection of the centerline of Irving Park Road and the west line of O'Hare Cargo Center Subdivision extended north; thence easterly along said centerline to the west right-of-way line of the C. & N.W. Railroad; thence southerly along said west line to the north right-of-way line of the C. M. St. P. & P. Railroad; thence westerly along said north line to the southwest corner of O'Hare Cargo Center Subdivision; thence northerly along the west line of said subdivision to the point of beginning, said parcel being in Du Page and Cook Counties, State of Illinois. Said parcel contains 78 acres, more or less.

AUTHORIZATION FOR ACQUISITION OF PROPERTY IN  
CITY OF CHICAGO AND CITY OF DES PLAINES  
FOR AIRPORT PURPOSES.

Alderman Levar moved to *Pass* a proposed ordinance authorizing the acquisition of property in the City of Chicago and the City of Des Plaines for airport purposes. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Article VII, Section 1 of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Article VII, Section 6(a) of the Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

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

WHEREAS, The Airport is located in the Counties of Cook and Du Page; and

WHEREAS, The City possesses the power and authority to acquire private and public property both within and outside its municipal boundaries and within and outside Cook County for Airport uses and purposes and uses and purposes related thereto pursuant to the provisions, among others, of its home rule powers and Divisions 101 and 102 of Article 11 of the Illinois Municipal Code; and

WHEREAS, The Airport is essential as a part of the United States air transportation system; and

WHEREAS, The Airport is a major contributor to the economic welfare of the State of Illinois, the Midwest region of the United States and the City; and

WHEREAS, The City intends to acquire land to expand the existing boundaries of the Airport (the "Plan"); and

WHEREAS, The City intends to use the land acquired under this ordinance for projects related to some or all of the following purposes: reconfiguration of existing runways and/or the construction of new runways consistent with all applicable laws; the construction of a new terminal on the western portion of the Airport; the construction and reconstruction of ground transportation facilities in the acquisition area necessary and integral to the operation of the Airport, including but not limited to roadways, ramps, parking, staging areas and/or mass transit facilities; and

WHEREAS, The City intends to acquire and maintain clear zones ("Clear Zones and/or Runway Protection Zones") for the Airport as requested by the Federal Aviation Administration or as proposed by the City for tall structure approach and compatible land-use approach protection and for safety and ambiance control purposes; and

WHEREAS, It is necessary to acquire certain real property, interests therein and easements within the boundaries described in Exhibit A hereto, in order to construct, operate, implement and maintain the above-described facilities, improvements and enhancements (the "Projects"); and

WHEREAS, The land acquisition is necessary to improve air transportation services at the Airport, reduce delays throughout the national air transportation system, increase security and better serve the users of the Airport and enhance air services at the Airport; and

WHEREAS, A public hearing was held on July 8, 2002, pursuant to Sections 4a through 4d of Division 102 of Article 11 of the Illinois Municipal Code at which residents of municipalities and the municipalities contiguous to the Airport were given a full disclosure of the Plan and were offered an opportunity to provide comment and testimony regarding the Plan; and

WHEREAS, The Department of Aviation has contacted property owners whose property may be affected by the Plan and has held a meeting with such property owners to discuss the property acquisition process and relocation benefits available to property owners and tenants; 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 and determinations of the City Council.

SECTION 2. It is hereby found, determined and declared that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use

the real property and interests therein described on Exhibit A located within the corporate limits of the City of Chicago and the City of Des Plaines, Illinois which is attached hereto and made a part hereof. The property to be acquired may be privately-owned or publicly-owned, may be inside or outside the City's corporate boundaries and shall be in addition to property that the City currently owns in such area. The property to be acquired includes interests in fee simple or lesser interests including but not limited to easements. The property to be acquired furthers the general usefulness and utility of the Airport, and the national air transportation system, by enhancing it with improvements including, but not limited to, projects related to some or all of the following purposes: reconfiguration of existing runways and/or the construction of new runways; the operation and maintenance of runways and taxiways; the construction and reconstruction of ground and surface transportation improvements in the acquisition area including roadways, ramps, parking, mass transit and staging areas; the construction of a new terminal on the western portion of the Airport; Clear Zones; Runway Protection Zones; and service, airway and airport facilities related to and supporting these uses.

SECTION 3. The Corporation Counsel is hereby authorized and empowered to make offers and negotiate settlements on behalf of the City with the owner or owners of the above-described real property for the purchase thereof by the City.

SECTION 4. In the event the Corporation Counsel is able to agree with owners on the price to be paid for said properties the Corporation Counsel is authorized to execute and deliver on behalf of the City purchase contracts for said properties payable from legally available funds of the Airport for the amounts of the approved appraisals or administrative settlements in accordance with federal regulations.

SECTION 5. In the event that the Corporation Counsel is unable to agree with the owner or owners of such real property as to the compensation to be paid therefor, then title to and possession of such real property may be acquired by the City through condemnation, and the Corporation Counsel is hereby authorized and empowered to institute proceedings in a court of competent jurisdiction and to acquire title to and possession of such real property by the City in accordance with applicable eminent domain laws and in the manner provided by the Code of Civil Procedure.

SECTION 6. The Commissioner of the Department of Aviation is authorized to provide relocation assistance in accordance with federal law and regulations to persons and businesses displaced by the land acquisition described herein.

SECTION 7. All other ordinances of the City Council, or parts of ordinances and resolutions, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 8. If any section, paragraph, clause or other provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or other provision shall not affect any remaining section, paragraph, clause or provision of this ordinance.

SECTION 9. This ordinance shall be in force and effect upon its passage and approval.

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

*Exhibit "A".*

Parcel 1.

A parcel of land lying in the northeast quarter of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian described as follows:

beginning at the southeast corner of said northeast quarter; thence west along the south line of said northeast quarter to the west line of the east half of said northeast quarter; thence north 435.63 feet along said west line; thence west, parallel with the south line of said northeast quarter to the west line of said northeast quarter; thence north along said west line to a point about 445 feet south of the centerline of Old Higgins Road as measured along said west line; thence southeasterly, about 400 feet, parallel with said Old Higgins Road centerline; thence north 445 feet, parallel with the west line of said northeast quarter, to the centerline of Old Higgins Road; thence northwesterly 100 feet, along said centerline, to the southeasterly right-of-way line of the Chicago & Northwestern Railroad; thence northeasterly along said right-of-way line to the northwesterly extension of the northeasterly line of Rogers O'Hare Motor Terminal Subdivision; thence southeasterly along said extension and continuing southeasterly along said northeasterly subdivision line to the east line of the northeast quarter of aforementioned Section 36; thence south along said east line to the point of beginning, all in Cook County, State of Illinois. Said parcel contains 96.0 acres, more or less.

Parcel 2B.

A parcel of land lying in the northwest quarter of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian described as follows:

beginning at the intersection of the west line of the east half of the northwest

quarter of said Section 36 and the centerline of Old Higgins Road; thence southeasterly along said centerline to the east line of the northwest quarter of said Section 36; thence south along said east line to the northwesterly right-of-way line of the Chicago & Northwestern Railroad; thence southwesterly along said northwesterly right-of-way line to the south line of said northwest quarter; thence west along said south line to the west line of the east half of said northwest quarter; thence north along said west line to the point of beginning, all in Cook County, State of Illinois. Said parcel contains 31.2 acres, more or less.

Parcel 3A.

A parcel of land lying in the southeast quarter of Section 12, Township 40 North, Range 11 East of the Third Principal Meridian described as follows:

commencing at the southeast corner of the southeast quarter of said Section 12; thence west 592 feet, as measured along the south line of said southeast quarter, to the west side of a gravel road, for the point of beginning; thence continuing west 134 feet along said south line to a fence; thence north 875 feet to a bend in the fence; thence east 296 feet along said fence to a bend in the fence; thence southeast 202 feet, along said fence, to the west edge of a gravel road; thence southwesterly 867 feet to the point of beginning, all in Du Page County, State of Illinois. Said parcel contains 6.3 acres, more or less.

Parcel 3B.

A parcel of land lying in the northeast quarter of Section 13, Township 40 North, Range 11 East of the Third Principal Meridian described as follows:

commencing at the northeast corner of the northeast quarter of said Section 13; thence west 592 feet, as measured along the north line of said northeast quarter, to the west side of a gravel road; thence south 320 feet, parallel with the east line of said northeast quarter to the southwest right-of-way line of the Chicago & Northwestern Railroad, for the point of beginning; thence southeasterly 318 feet, along said southwesterly right-of-way; thence south 427 feet, parallel with the east line of said northeast quarter; thence west 248 feet parallel with the north line of said northeast quarter, to a gravel road; thence north 627 feet, to the point of beginning, all in Du Page County, State of Illinois. Said parcel contains 3.0 acres, more or less.

## REGULAR ORDER OF BUSINESS RESUMED.

---

**AGREED CALENDAR.**

---

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor, and Aldermen Lyle, Burke, Troutman, Ocasio, Carothers, Daley, Schulter and Moore. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

*Presented By*

**THE HONORABLE RICHARD M. DALEY, MAYOR:**

*TRIBUTE TO LATE MR. ROBERT M. HEALEY.*

WHEREAS, The members of this chamber were deeply saddened to learn of the death from lung cancer at age seventy-two of Robert M. Healey, a long-time labor leader and a respected citizen of the City of Chicago; and



WHEREAS, Raised in Chicago's Woodlawn neighborhood, Mr. Healey joined the United States Army in 1946, at age sixteen, and served as a military police officer in Korea until 1948; and

WHEREAS, In the 1950s, Mr. Healey earned a bachelor's degree from Chicago's DePaul University and a master's degree from the University of Chicago; and

WHEREAS, From 1956 to 1968, Mr. Healey taught English at Gage Park High School, where he eventually chaired the English Department, and started a debate program and a poetry club; and

WHEREAS, Motivated by a desire to exert control over his own profession, Mr. Healey successfully ran for office in the Chicago Teachers Union, serving as the union's secretary-treasurer from 1968 to 1972, and as president from 1972 to 1984; and

WHEREAS, During his tenure at the helm of the Chicago Teachers Union, teacher's salaries rose, teachers won paid vacations and class-size limits were introduced; and

WHEREAS, While serving in the Chicago Teachers Union, Mr. Healey was elected vice-president of the American Federation of Teachers, a position he held from 1974 to 1990; and

WHEREAS, From 1971 until 1989, Mr. Healey was president of the Illinois Federation of Teachers, where he spearheaded the formation of the federation's political outreach group; and

WHEREAS, Mr. Healey rose in the ranks of the Chicago Federation of Labor, beginning as an executive board member in 1977, becoming secretary-treasurer in 1984, and serving as the federation's president from 1987 to 1994; and

WHEREAS, Under his leadership, the Chicago Federation of Labor's political prominence grew as more than three hundred unions and locals joined the organization; and

WHEREAS, After catapulting the Chicago Federation of Labor to statewide significance, and while heading one of the state's largest unions, Mr. Healey accomplished the unthinkable in Illinois labor politics when he simultaneously became director of the Illinois Department of Labor in 1999, after serving as a member of the Illinois Labor Relations Board from 1994 to 1999; and

WHEREAS, From 1971 until 1997, Mr. Healey also served as director, deputy chairman and chairman of the board of directors of the Federal Reserve Bank of Chicago; and

WHEREAS, In April of 2002, Mr. Healey stepped down as director of the Illinois Department of Labor to serve as chairman of the local panel of the Illinois Labor Relations Board, a position he held until the time of his death; and

WHEREAS, Mr. Healey imparted vitality to every organization in which he served; and

WHEREAS, An intelligent and articulate man, who possessed a leadership style characterized by accommodation rather than confrontation, and an instinctive appreciation of the importance of building political relationships across party lines, Mr. Healey worked successfully with members of both political parties to unify the State of Illinois' labor movement and to enhance its influence in statewide elections; and

WHEREAS, A physically imposing but soft-spoken and introspective person, Mr. Healey never lost his sense of moral indignation when the rights of working people were violated, and remained an advocate for working men and women until the end of his life; and

WHEREAS, Mr. Healey's many efforts on behalf of organized labor dramatically improved the lives of teachers and of all working people in the State of Illinois; and

WHEREAS, Robert M. Healey will always be remembered as a great labor leader and for his decades of distinguished service to the working men and women of Chicago and this great state; and

WHEREAS, Robert M. Healey is survived by his wife of thirty years, Cathleen Kahn Healey; four daughters, Amy, Kathleen Healey Adams, Meg and Elizabeth; three sons, Michael Todd, Steven and Phillip; two sisters, Marguerite Oran and Delores Biggins; and eight grandchildren; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirty-first day of July, 2002, do hereby honor the life and memory of Robert M. Healey; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Robert M. Healey as a sign of our sympathy and good wishes.

---

*TRIBUTE TO LATE MR. FERDINAND KRAMER.*

WHEREAS, The members of this chamber learned with great sadness that

Ferdinand Kramer, an outstanding citizen who devoted much of his life to community and public service, passed away on July 16, 2002 at the age of one hundred; and

WHEREAS, After graduation from the University of Chicago in 1922, he joined Draper & Kramer, a real estate development firm founded by his father, Adolph and his partner, Arthur Draper, in 1893; and

WHEREAS, He served as chairman of the firm from 1944 until his retirement in 1995 and was subsequently named chairman emeritus, a position he held until the time of his death; and

WHEREAS, As a pioneer in the development of nondiscriminatory housing in the 1950s, he used his extraordinary skills in urban development to spur the revitalization of the near south side and to express his firm commitment to economic and racial integration; and

WHEREAS, He held a leadership role in many major urban renewal projects in Chicago, including the development of the Prairie Shores and Lake Meadows complexes, Dearborn Park development, as well as the stabilization of the Kenwood/Oakland community; and

WHEREAS, As a longtime volunteer to numerous organizations, he was active in many charitable and civic organizations, including the Metropolitan Housing and Planning Council of Chicago, the United Negro College Fund, the President's Committee for Equal Opportunity Housing, the University of Chicago's alumni fund, and was the founding chair of the President's Fund for major donations to the university; and

WHEREAS, An avid tennis player, he won twelve national senior doubles championships before retiring from the U.S. Tennis Association competition in 1997; and

WHEREAS, He was married to his first wife, Stephanie Shambaugh Kramer, until her death in 1973; and

WHEREAS, Although Mr. Kramer will be greatly missed by his family, friends and colleagues, his memory will live in their hearts forever; and

WHEREAS, The passing of this devoted husband and loving father will be deeply felt by his family and friends, especially his wife, Julia; his daughter, Barbara; his two sons, Douglas and Anthony; his two stepsons, John and Charles; his stepdaughter, Jeanne; his eleven grandchildren; his ten great-grandchildren; 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 thirty-first day of July, 2002, do hereby commemorate and honor Ferdinand Kramer for all his accomplishments and do hereby extend our deepest sympathy to his family; and

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

---

*TRIBUTE TO LATE MR. GEORGE A. RANNEY, SR.*

WHEREAS, The members of this chamber were deeply saddened to learn of the death at age ninety of George A. Ranney, Sr., a respected Chicago-area attorney and conservationist; and

WHEREAS, Mr. Ranney grew up in Chicago, where his father was president of Peoples Gas and an executive with International Harvester; and

WHEREAS, Graduating from Yale University in 1934 and Yale Law School in 1939, Mr. Ranney then joined the Chicago law firm of Sidley & Austin; and

WHEREAS, During World War II, Mr. Ranney enlisted in the United States Army and served in Germany as a field artillery officer; and

WHEREAS, Mr. Ranney joined the board of directors of Inland Steel Co. in 1954 and left Sidley & Austin in 1962 to become vice president and general counsel for Inland, a post he held until his retirement in 1977; and

WHEREAS, In the 1950s, Mr. Ranney was president of the Welfare Council of Metropolitan Chicago, a predecessor of the United Way and in the 1960s, he chaired a citizens' committee that oversaw changes in Cook County's juvenile courts; and

WHEREAS, In 1980, Mr. Ranney, along with his sister, Dorothy Donnelley and her husband, Gaylord, put their land in conservation easements, starting the protection of agricultural and forested land by private landowners and government entities in Libertyville, Avon, Fremont and Warren townships. The area now covers four thousand five hundred acres and is known as the Liberty Prairie Reserve; and

WHEREAS, Mr. Ranney also supported the International Crane Foundation, the Chicago Symphony Orchestra and was on the boards of the University of Chicago

and WTTW, the Chicago-area PBS-affiliate television station founded by his father-in-law, Edward Ryerson; and

WHEREAS, His love of life and ability to live it to the fullest endeared Mr. Ranney to his family, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

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

WHEREAS, Mr. Ranney is survived by his sons, George, Edward and David; his daughter, Nancy Levi; his ten grandchildren; and his great-grandson; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirty-first day of July, 2002, do hereby honor the life and memory of George A. Ranney, Sr. and extend our heartfelt condolences to his family; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to the family of George A. Ranney, Sr. as a sign of our sympathy and good wishes.

---

*GRATITUDE EXTENDED TO CHRISTMAS IN APRIL \* METRO CHICAGO  
FOR OUTSTANDING COMMUNITY CONTRIBUTIONS.*

WHEREAS, Christmas in April \* Metro Chicago, as part of the national nonprofit program, Christmas in April \* USA, sponsors the National Rebuilding Day in Chicago each year on the last Saturday in April; and

WHEREAS, The goal of the Christmas in April \* program is to preserve and revitalize houses and communities, assuring that low-income homeowners, particularly those who are elderly and disabled and families with children, live in warmth, safety and independence; and

WHEREAS, The spirit of giving has remained a central theme of the Christmas in April \* program as it has evolved into more than two hundred communities of all sizes and cultures; and

WHEREAS, The Metro Chicago affiliate originated in 1991 and has since been

hailed as one of the most cost-effective housing programs in Chicago, mobilizing more than twenty-eight thousand volunteers to repair more than five hundred homes in Chicago and Cook County; and

WHEREAS, Christmas in April \* Metro Chicago and its all-volunteer work force has had a profound and sustainable impact on the preservation of affordable housing in the City of Chicago by intervening in the cycle of deterioration, condemnation and demolition and preserving safe, warm and affordable dwellings for the future; and

WHEREAS, This year, more than three thousand corporate volunteers joined Christmas in April \* Metro Chicago on National Rebuilding Day to repair forty-eight homes, three community facilities and two landscape projects in the Chicago neighborhoods of Englewood, Greater Grand Crossing, Austin and the west side; and

WHEREAS, Along with the corporate volunteers, this year's National Rebuilding Day was a success due to the assistance of many City of Chicago employees, including employees from the Department of Housing, the Department of Streets and Sanitation, the Department of Human Services and the Police Department; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirty-first day of July, 2002, do hereby honor Christmas in April \* Metro Chicago and its many volunteers for their hard work and dedication to making the City of Chicago a better place to live for people of all income levels; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Christmas in April \* Metro Chicago as a token of our esteem.

---

*Presented By*

**ALDERMAN HAITHCOCK (2<sup>nd</sup> Ward):**

*TRIBUTE TO LATE MR. FERDINAND KRAMER.*

WHEREAS, Almighty God in His infinite wisdom called our friend, Ferdinand Kramer to his eternal rest on July 16, 2002; and

WHEREAS, Ferdinand Kramer was born on August 10, 1901, in Chicago, Illinois where he was one of two children born to the union of Adolph F. Kramer and Ray S. Kramer; and

WHEREAS, Ferdinand Kramer had been with Draper and Kramer since 1922 and was elected chairman of the board in 1944; and

WHEREAS, Ferdinand Kramer had been with the company for seventy-seven years and was chairman emeritus of Draper and Kramer; and

WHEREAS, Ferdinand Kramer, immediately prior to World War I, attended the Citizens Military Training Camp at Fort Sheridan and toward the end of World War I, he was a member of the class of 1919 at West Point; and

WHEREAS, Ferdinand Kramer transferred to the University of Chicago and graduated with a bachelor's degree in philosophy in 1922; and

WHEREAS, Ferdinand Kramer was a life trustee of the University of Chicago and was the recipient of the Distinguished Alumnus Award from the University of Chicago Graduate School of Business in 1982, and recipient of the Alumni Service Medal Award from the Alumni Association Board of Governors in 1997; and

WHEREAS, Ferdinand Kramer was a past member of the Visiting Committee to the Department of Design and Visual Arts at Harvard University in 1963 --1964; and

WHEREAS, Ferdinand Kramer was a member of the President's Committee on Equal Opportunity in Housing, and past chairman of the Steering Committee of the United Negro College Fund; and

WHEREAS, Ferdinand Kramer was the past president of the Chicago Mortgage Bankers Association, and past president of the Metropolitan Housing and Planning Council; and

WHEREAS, Ferdinand Kramer was past president of Action, Inc., an organization to promote redevelopment in cities across the entire nation in 1962 --1964, and was program supervisor of the Division of Defense Housing Coordination during World War II (1941 -- 1942) in the Executive Office of the President of the United States of America; and

WHEREAS, Ferdinand Kramer was awarded twelve Gold Tennis Balls from the United States Tennis Association for winning twelve National Seniors Doubles Championships, and was a member of the United States Tennis Association, the Chicago District Tennis Association, and an honorary member of the Mid-Town Tennis Club of Chicago; and

WHEREAS, Ferdinand Kramer was chairman of the Board of Draper and Kramer for fifty-one years, and in 1995 he took on the title of chairman emeritus. He worked in the office daily providing professional consulting and executive expertise in all facets of the real estate industry, and had a certified property manager designation with the Institute of Real Estate Management, and a real estate brokers license with the State of Illinois; and

WHEREAS, Ferdinand Kramer leaves to cherish his memories his wife, Julia; children, Barbara K. Bailey, Douglas Kramer (Mary), Anthony Kramer (Linda); stepsons, John E. McDermott (Lynn Tate) and Charles McDermott (Patricia Flaherty); stepdaughter, Jeanne A. McDermott (Ted Finch); grandchildren, Forrest Bailey (Elisa), Christopher Bailey (Monique), Stephanie Troeller (Scott), Kathryn Walley (Dale), Valerie Kramer (Carlos Garcia Sanz), Michele Kramer, Kara Kramer, Timothy Kramer (Kristin), Thomas Kramer (Charla), Stephanie Kramer and Stephen Kramer; sister, Laura Pollak Fisher; ten grandchildren, in addition to 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, do hereby adopt this resolution on this thirty-first day of July, 2002, and mourn the death of Ferdinand Kramer and extend our deepest sympathy to his family and close friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Ferdinand Kramer.

---

*TRIBUTE LATE MR. RICARDO ROTH, SR.*

WHEREAS, Almighty God in His infinite wisdom called our friend, Ricardo Roth, Sr. to eternal rest on April 19, 2002; and

WHEREAS, Ricardo Roth, Sr. was born on March 19, 1949, in Cincinnati, Ohio to the union of Robert Roth and Delores Perkins Roth; and

WHEREAS, Ricardo Roth, Sr. was educated in the Chicago public schools and began his career as a journeyman meat-cutter in the Chicago area; and

WHEREAS, Ricardo Roth, Sr. was an established meat-cutter serving many of the finest food markets in the world; and



WHEREAS, In 1994 Ricardo Roth, Sr. was united in holy matrimony to the former Norma L. Thomas; and

WHEREAS, Ricardo Roth, Sr. enjoyed fishing in his leisure time and possessed a personal and spiritual talent amongst family and friends that was known and respected by many; and

WHEREAS, Ricardo Roth, Sr. leaves to cherish his memories his wife, Norma L. Thomas Roth; his children, Reva Janvier, Tyana Bush, Patrice (Robert) Anderson, Ricardo (Terri) Roth, Jr., Juandalyn Shelton, Ritchie Thompson, Antonio Walker, Rion Walker; eleven grandchildren; father, Robert Roth; grandmother, Marie Johnson; aunt, Jean Perkins; cousins, Jackie, Marie, Gina and Monlo; a mother-in-law, Sarah Thomas; three brothers-in law, Calvin (Gloria) Thomas, Marvin Thomas and Eric Thomas; two sisters-in-law, Mamie (Tiger) Stanback and Patricia Posey; along with a host of family members and friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby adopt this resolution on this thirty-first day of July, 2002, mourn the death of Ricardo Roth, Sr. and extend our deepest sympathy to his family and close friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Ricardo Roth, Sr.

---

*Presented By*

**ALDERMAN PRECKWINKLE (4<sup>th</sup> Ward):**

*TRIBUTE TO LATE DR. ARNITA YOUNG BOSWELL.*

WHEREAS, The City of Chicago has lost a committed citizen and beloved friend with the passing of Dr. Arnita Young Boswell; and

WHEREAS, The Chicago City Council has been informed of her passing by the esteemed Alderman of the 4<sup>th</sup> Ward, Toni Preckwinkle; and

WHEREAS, Dr. Arnita Young Boswell organized, with The Reverend Dr. Martin Luther King, Jr., a massive civil rights demonstration in Chicago in the summer of

1966 in which she directed the women's division of the march; and

WHEREAS, Dr. Arnita Young Boswell helped found the National Hook-Up of Black Women as well as the League of Black Women; and

WHEREAS, Dr. Arnita Young Boswell conducted a distinguished career as a professor in the School for Social Justice at the University of Chicago and was named professor emerita of the school; and

WHEREAS, Dr. Arnita Young Boswell managed the Family Resource Center in the City of Chicago's Department of Human Services; and

WHEREAS, Dr. Arnita Young Boswell shared with her brother, the late Whitney Young, former director of the National Urban League, a passion for social justice; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council in meeting assembled this thirty-first day of July, 2002, do hereby express our sorrow on the death of Dr. Arnita Young Boswell and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a copy of this resolution be presented to the family of Dr. Arnita Young Boswell.

---

*CONGRATULATIONS EXTENDED TO MRS. HAZEL LEONARD ON  
RETIREMENT FROM CHICAGO PUBLIC SCHOOLS SYSTEM.*

WHEREAS, Hazel Leonard has announced her retirement from Melville Fuller Elementary School on June 25, 2002; and

WHEREAS, The Chicago City Council has been informed of this great occasion by Alderman Toni Preckwinkle; and

WHEREAS, Hazel Leonard has been an employee of the Chicago Public Schools System for the last thirty-two years; and

WHEREAS, Hazel Leonard was born on March 21, 1929 and was reared and educated in Memphis, Tennessee; and

WHEREAS, Hazel Leonard married the late Earnest Leonard on February 10, 1950 and is the proud parent of Melvina (Tommie), Earnest (Darlene), Samuel, Melvin, LaToynia and the proud grandmother of Sherita, Earnest, Samuel, Anthony, Ernie, Antonio, Avery, Jakeena, Stephanie, Samantha, Melissa and Kahla; and

WHEREAS, Hazel Leonard is an active member of Metropolitan Community Church, devoted officer of the Fuller P.T.A., dedicated member of the 79<sup>th</sup> Perry and Lafayette Block Club, faithful member of the West Chatham Improvement Association and an active member of C.A.P.S.; and

WHEREAS, Hazel Leonard is a recipient of the Superior Public Service Award (1990) and was inducted into the City of Chicago's Senior Citizen Hall of Fame (1997); and

WHEREAS, Hazel Leonard's family and many friends will gather at her retirement dinner on September 6, 2002 at Annie Tiques Restaurant; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby offer our gratitude and hearty congratulations to Hazel Leonard on the occasion of her retirement and we extend to her and her family our best wishes for continuing happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Hazel Leonard.

---

*Presented By*

**ALDERMAN LYLE (6<sup>th</sup> Ward):**

**TRIBUTE TO LATE MRS. TRINDA EMILY DICKS.**

WHEREAS, God in His infinite wisdom and judgement has called to her eternal reward Trinda Emily Dicks, beloved citizen and friend, Tuesday, April 18, 2002; and

WHEREAS, The Chicago City Council has been informed of her passing by The Honorable Freddrenna M. Lyle, Alderman of the 6<sup>th</sup> Ward; and

WHEREAS, Born in Kingston, Jamaica, June 3, 1922, Trinda Emily was affectionately called "T.D." by her loving parents, Ferdinand and Vera Dicks, and family members. Trinda was educated in the Jamaican school system and at a young age she accepted Christ as her Savior. She was a faithful member of Saint Joachim Church and Saint Thaddeus Church; and

WHEREAS, Symbolic of the strength and solidity of family life, Trinda and Ira O'Neal were united in Holy Matrimony. They shared all life's trials and triumphs until 1972 when our Lord called Ira home. Trinda's happiest moments in life were at family gatherings where stories were told, laughter was heard and food was plentiful. She enjoyed preparing large meals for family members and friends and especially at Christmas and the fourth of July; and

WHEREAS, To her family and many friends, Trinda Emily Dicks will be sorely missed and warmly remembered for her warmth, kindness and the dedication she demonstrated towards mankind. She leaves to celebrate her life and cherish her memory seven loving children, Ira Lee (Patricia), Anthony, Yolene (Jean), Patricia (James), Michelline, Cheryl and Paulette (Vegas); her brother, Randall Carlthorpe Dicks; her sister, Shirley Evon Devers; several grandchildren and a great-grandchild; nephews, nieces 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 thirty-first day of July, 2002 A.D., do hereby commemorate Trinda Emily Dicks for her many lifetime contributions and do hereby extend our sincere condolences to her family and friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Trinda Emily Dicks.

---

*TRIBUTE TO LATE MR. KEITH EDWARD LORICK.*

WHEREAS, The Lord called his loving servant, Keith Edward Lorick to his eternal reward, Saturday, March 30, 2002 at the age of forty years; and

WHEREAS, The Chicago City Council has been informed of his passing by The Honorable Freddrenna M. Lyle, Alderman of the 6<sup>th</sup> Ward; and

WHEREAS, Born November 11, 1961, Keith Edward was the first of four children

born to the union of Willie O. and Dorothy M. Lorick. Keith was baptized into the Catholic faith and regularly served as an altar boy; and

WHEREAS, Keith Edward Lorick attended Saint Anselm School, Lindblom Technical High School, Hales Franciscan High School and Bradley University. He graduated with a Bachelor of Science degree in Accounting and was a member of Omega Psi Phi Fraternity, Inc., I Epsilon Chapter, holding the position of keeper of finance for two years. He also attended the University of Chicago Graduate School of Business; and

WHEREAS, Keith held professional positions in finance and sales, spent several years at both Prudential and United Insurance companies. Keith's most recent employment was with the Galaxie Construction Company as a sales executive, he also was an independent contractor; and

WHEREAS, On September 2, 1995, Keith and Monica Hopkins, longtime friends, were united in Holy Matrimony and were blessed with a lovely daughter, Amya Rose. Keith was a devoted and loving husband, father, brother and friend. He will be deeply missed by all who knew him in countless ways; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this thirty-first day of July, 2002 A.D., do hereby express our sorrow on the passing of Keith Edward Lorick 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 Keith Edward Lorick.

---

*TRIBUTE TO LATE MR. LESLIE DAVID SPARKS.*

WHEREAS, God in His infinite wisdom and judgement has called to his eternal reward, Leslie David Sparks, beloved citizen and friend, Thursday, April 18, 2002; and

WHEREAS, The Chicago City Council has been informed of his transition by The Honorable Freddrenna M. Lyle, Alderman of the 6<sup>th</sup> Ward; and

WHEREAS, Leslie David Sparks, born April 3, 1945, brought joy and happiness to the lives of his loving parents, Grady M. and Catherine Pruitt Sparks. Leslie was

an intelligent child; he attended Gillespie and John D. Shoop Elementary School where he was an honor student. He later attended Morgan Park High School and John Marshall Harlan High School; and

WHEREAS, Leslie David Sparks served his country proudly in the United States Air Force and received an Honorable Discharge. Leslie was employed with the Ford Motor Company and the Chicago Transit Authority, but his entrepreneurial spirit guided him to become a co-owner of a nightclub in New Orleans, Louisiana and two restaurants in Atlanta, Georgia. In 1989, Leslie returned to Chicago to work for Creative Mortgage. Leslie dedicated himself to this company as mortgage broker until our Lord called him home. He will be sorely missed by his associates, friends, neighbors and especially his family members; and

WHEREAS, His mother, Catherine Pruitt Sparks, having predeceased him, Leslie David Sparks leaves to celebrate his accomplishments and cherish his memory his beloved children, Nyia M., Shani A., Brie'D.; and stepdaughter, Tracey Lewis; his father, Grady M.; stepmother, Gertrude; loyal sister, Gracine Sparks Sutton; loving sister, Sharon (Hassan) Javahari; nieces, nephews 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 thirty-first day of July, 2002 A.D., do hereby express our sorrow on the passing of Leslie David Sparks 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 Leslie David Sparks.

---

*CONGRATULATIONS EXTENDED TO MRS. MARY PULLENS  
ON ONE HUNDRED FIRST BIRTHDAY.*

WHEREAS, It is with great pleasure that the City Council of the City of Chicago is hereby informed of the observance of Ms. Mary Pullens' one hundred first birthday; and

WHEREAS, Ms. Mary Pullens, an enthusiastic, active and much-loved resident of Chicago's great 6<sup>th</sup> Ward community, will celebrate her one hundred first birthday July 3, 2002, thereby reaching a milestone few are fortunate to achieve; and

WHEREAS, The former May Magdaline Sykes was born in Aberdeen, Mississippi, and came to Chicago in 1925. Mary met the man of her dreams, Murry Pugee and was united in Holy Matrimony in 1920, and to this union one son, Richard Pugee was born. They shared many memorable and happy times together, but in 1924 Murry Pugee was called to his eternal rest. In 1927, Mary once again found true love and was united in marriage with Samuel Pullens; and

WHEREAS, Mary is a delightful and intelligent lady with a remarkable memory. Mary has captured many an audience with stories about her life. She has survived such events as World War I; the Flu Epidemic of 1918 -- 1919; the bo-weevils destroying the cotton crop in 1913; employment wages ranging from Three Dollars per week to One Dollar a day. Mary is an ambitious citizen who has worked in the steel mills for twenty years and became assistant to the president of Local 65; she sang in the Thomas Dorsey's Choir; was a member of the Order of the Eastern Star and Christ Universal Temple; and is a politically active member of the Chatham community; and

WHEREAS, A remarkable woman, Mrs. Mary Pullens will celebrate this grand occasion with the many friends who have long benefited from her intelligence, fairness and generosity; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby join in the general tribute to Mrs. Mary Pullens as she celebrates her one hundred first birthday in a life of great productivity and generosity and we offer our very best wishes for future happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mrs. Mary Pullens.

---

CONGRATULATIONS EXTENDED TO NEW BETHLEHEM NUMBER 4  
MISSIONARY BAPTIST CHURCH ON FIFTIETH ANNIVERSARY.

WHEREAS, The membership of New Bethlehem Number 4 Missionary Baptist Church will hold several events in celebration of their fiftieth church anniversary; and

WHEREAS, The Chicago City Council has been notified of this momentous occasion by the esteemed Alderman of the 6<sup>th</sup> Ward, Freddrenna M. Lyle; and

WHEREAS, New Bethlehem Number 4 Missionary Baptist Church will host the scheduled celebratory events with a banquet on the ninth of August, praise and worship services on the twenty-second and twenty-third of August, picnic/festival and on the twenty-fourth of August and a concert on the twenty-fifth of August which will conclude the festivities; and

WHEREAS, The New Bethlehem Number 4 Missionary Baptist Church was established on Chicago's southwest side in 1952, and in the past fifty years has become a towering influence in its grateful neighborhood; and

WHEREAS, Initially New Bethlehem Number 4 Missionary Baptist Church was located on East 39<sup>th</sup> Street, but in 1971 it chartered and relocated to its present address at 8850 South Cottage Grove Avenue under the pastorate of Reverend James Thomas; and

WHEREAS, On April 11, 1982, Reverend Louis Montgomery, Sr. was elected pastor and for the past twenty years New Bethlehem Number 4 Missionary Baptist Church has steadily progressed and prospered, and has grown in its golden jubilee year into a congregation with over five hundred active parishioners; and

WHEREAS, A new church edifice was constructed in October, 1994, making New Bethlehem Number 4 Missionary Baptist Church one of the most prestigious landmarks in the great 6<sup>th</sup> Ward and in the City of Chicago; and

WHEREAS, New Bethlehem Number 4 Missionary Baptist Church ministries supports the community and beyond in food drives, missionary work, youth/senior and disabled services, sign language ministry, job services, and Christian education, now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby pay tribute to the New Bethlehem Number 4 Missionary Baptist Church on the occasion of its golden jubilee and extend to the leaders and members of this great spiritual institution our fervent wish for many more decades of prosperity and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to New Bethlehem Number 4 Missionary Baptist Church and Reverend Louis Montgomery, Sr., Pastor.



*Presented By*

***ALDERMAN OLIVO (13<sup>th</sup> Ward):***

*TRIBUTE TO LATE MRS. JOSEPHINE M. DUNSKIS.*

WHEREAS, God in His infinite wisdom has called Josephine M. Dunsakis 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 the late Michael; loving mother of Antoninette Cervelli, Thomas (Carolyn) Dunsakis, Katherine Ramson, Christine (Robert) Daley, Joanne Dunsakis and the late Michael Dunsakis; fond grandmother of nine; great-grandmother of ten; dear sister of Arthur Bremmer and the late Mary (Joseph) Kostyk; aunt of many nieces and nephews; and cousin and friend to many, Josephine M. Dunsakis 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Josephine M. Dunsakis and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Josephine M. Dunsakis.

---

*TRIBUTE TO LATE MR. EDWARD W. DYKIEL.*

WHEREAS, God in His infinite wisdom has called Edward W. Dykiel to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Frances; loving father of William E. (Margo) and Barbara Dykiel; dearest grandfather of Edward Dykiel; dear brother of Chester (Alice) and the late Matthew Dykiel; and fond uncle of many nieces and nephews, Edward W. Dykiel 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Edward W. Dykiel and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Edward W. Dykiel.

---

TRIBUTE TO LATE MRS. HELEN S. GLOMB.

WHEREAS, God in His infinite wisdom has called Helen S. Glomb 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 the late Anthony B. Glomb; loving mother of Nancy Scheilz and Roger (Sharon) Styczynsky; cherished grandmother of Andrea, Sandy, Steve, Scott and Elizabeth; dear great grandmother of Rachel, Rebekah, Jackson, Clayton and Katie, Helen S. Glomb 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Helen S. Glomb 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 S. Glomb.

*TRIBUTE TO LATE MRS. MARGARET HARPSTER.*

WHEREAS, God in His infinite wisdom has called Margaret Harpster 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 the late Henry; loving mother of Dawn (Regis) Germain and Richard; dearest grandmother of Nicholas Harpster and Amy Germain; fond sister of John (Helen), Theresa (Robert), Emily (William), Dolores (Bob), Dan (Barbara), Anna (the late Joseph) and the late Mary (the late Joseph), Jim (Mable), Fred, Andrew (the late Christina) and also survived by many loving nieces and nephews, Margaret Harpster 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Margaret Harpster 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 Harpster.

---

*TRIBUTE TO LATE MR. CHESTER B. LISAK.*

WHEREAS, God in His infinite wisdom has called Chester B. Lisak 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 Rose; loving father of Frank (Kathleen) and Robert (Kathleen); dearest grandfather of Robert, Daniel and Lauren; fond brother of Rose, Bernice (Lee) Lesniak, Dorothy (the late John) Mader, Theresa, Frank, Stanley (Sophie) and the late Stephanie (the late Edward) Repinski, Florence, Joseph (the late Regina), Florian (the late Elvera); also many nieces and nephews, Chester B. Lisak 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Chester B. Lisak 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 Chester B. Lisak.

---

*TRIBUTE TO LATE MRS. BERNICE D. OLIVER.*

WHEREAS, God in His infinite wisdom has called Bernice D. Oliver 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 the late Bruno; devoted mother of Edward (Lorraine) and Audrey (the late John) Kurek; proud grandmother of seven; loving great-grandmother of nineteen; and great-great grandmother of twelve, Bernice D. Oliver 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Bernice D. Oliver 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 Bernice D. Oliver.

---

*TRIBUTE TO LATE MR. STEPHEN J. RATAJ.*

WHEREAS, God in His infinite wisdom has called Stephen J. Rataj 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 Beatrice; loving father of Father Stanley, the late Michael Rataj, Susan (Michael) O'Connor and Patricia (Frank) Basile; dearest grandfather of Eric, Michael, Monica, David, Bryan and Christopher; great-grandfather of three; dear brother of the late Sister Mary Borgia, Walter (the late Mildred) Rataj, the late Helen (Edwin) Panek, the late Jean (Peter) Klisiewicz and Victoria (the late Edward) Garbaciak; and fond uncle of many nieces and nephews, Stephen J. Rataj 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Stephen J. Rataj 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 J. Rataj.

—

*TRIBUTE TO LATE MRS. ANN SIATKA.*

WHEREAS, God in His infinite wisdom has called Ann Siatka 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 Albin Siatka; loving mother of John (Nanci) Siatka, Kathleen (Carl) Chernich, Frances (Brian) Alexander, Nancy Doherty and Robert Siatka; adored grandmother of eleven; and great-grandmother of four, Ann Siatka 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Ann Siatka 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 Ann Siatka.

---

TRIBUTE TO LATE MRS. BEVERLY SMITH.

WHEREAS, God in His infinite wisdom has called Beverly Smith 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 the late Russell; devoted mother of John; loving grandmother of John; loving grandmother of Heidi; and fond aunt of many, Beverly Smith 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Beverly Smith 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 Beverly Smith.

---

TRIBUTE TO LATE MRS. JEANNE M. TIERNEY.

WHEREAS, God in His infinite wisdom has called Jeanne M. Tierney 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 Joseph, Sr. for fifty-four years; loving mother of Mary Jeanne (Gerald) Pazin, Joseph, Jr. (Linda), Timothy (Norene) and Maureen

(John) Drahos; proud grandmother of Jerry (Luci), Michael and Tricia Pazin, Katie, Kevin and Brian Tierney, Kathleen (Mike) Julius, Tim and Patrick Tierney, and Megan and Amy Drahos; dear sister of Nancy (Jack) Heebner; and sister-in-law of the late Jack Martarano; fond sister-in-law of Jack Tierney and Irene McArdle; and caring aunt to many nieces and nephews, Jeanne M. Tierney 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Jeanne M. Tierney 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 Jeanne M. Tierney.

---

TRIBUTE TO LATE MRS. ANNE M. ZICHMILLER.

WHEREAS, God in His infinite wisdom has called Anne M. Zichmiller to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivio; and

WHEREAS, The beloved wife of the late Ignatius "Whitney"; loving mother of Raymond (Rosemarie) Zichmiller and Mary Anne (John) Budz; proud grandmother of Britney, Marisa and Johnny; dearest sister of Lillian (the late Daniel) Balestri; fond aunt of many nieces and nephews; and best friend and "Mommy" of Sam, Anne M. Zichmiller 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Anne M. Zichmiller 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 Anne M. Zichmiller.

*CONGRATULATIONS EXTENDED TO SOUTHWEST HOME  
EQUITY ASSURANCE PROGRAM ON CONTRIBUTIONS  
TO SOUTHWEST SIDE COMMUNITY.*

WHEREAS, The Southwest Home Equity Assurance Program has successfully helped to strengthen thirteen neighborhoods on Chicago's southwest side by assuring home values since 1990; and

WHEREAS, The Southwest Home Equity Assurance Program has fostered economic development through its efforts in retaining a diverse population that is confident in housing investment in the Home Equity District; and

WHEREAS, The Southwest Home Equity Assurance Program has consistently communicated with its audience throughout the twelve years of its existence -- through direct mail, advertising and news stories -- to keep members and potential members informed about the Program and its benefits to southwest side residents; and

WHEREAS, The Southwest Home Equity Assurance Program has proactively partnered with community groups to further its efforts in communicating the Program's benefits to area residents; and

WHEREAS, The Southwest Home Equity Assurance Program has created new programs, through state legislation, to benefit members by offering no- and low-interest home improvement loans, thereby improving property values and further strengthening communities; and

WHEREAS, The Southwest Home Equity Assurance Program has helped home values in the district increase an average of four percent since 1990, when housing prices had previously been declining in value; and

WHEREAS, The Southwest Home Equity Assurance Program participated in the City of Chicago's Green Bungalow initiative, purchasing and rehabbing a bungalow for resale in the 42<sup>nd</sup> block of South Richmond Street; and

WHEREAS, The Southwest Home Equity Assurance Program has retained a committed board and staff who work together to find new ways to use the program to benefit the community; and

WHEREAS, The Southwest Home Equity Assurance Program has become a model for cities across the nation and internationally; the Netherlands, Baltimore, Syracuse, Pittsburgh and Aurora, Illinois have turned to the program for information and guidance in establishing their own programs; now, therefore,



*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 2002, do hereby congratulate Southwest Home Equity Assurance Program on their outstanding contributions to the southwest side community and wish them continued success in the future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Southwest Home Equity Assurance Program.

---

*Presented By*

***ALDERMAN BURKE (14<sup>th</sup> Ward):***

***TRIBUTE TO LATE HONORABLE HERBERT H. BEHREL.***

WHEREAS, The Honorable Herbert H. Behrel has been called to eternal life by the wisdom of God at the age of ninety-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Herbert H. Behrel was the longest-serving and most influential mayor in the history of the city of Des Plaines; and

WHEREAS, During his tenure as mayor from 1957 to 1976, the city of Des Plaines doubled in population and The Honorable Herbert H. Behrel presided over a period of growth; and

WHEREAS, The Honorable Herbert H. Behrel oversaw the construction of a city hall, police station, fire station and public works building; and

WHEREAS, A native of Chicago, The Honorable Herbert H. Behrel moved to Des Plaines in 1926 and was elected alderman of the 3<sup>rd</sup> Ward at the age of forty-three; and

WHEREAS, The Honorable Herbert H. Behrel held that position with honor and distinction from 1949 until his election as mayor of Des Plaines; and

WHEREAS, The Honorable Herbert H. Behrel was a visionary and progressive leader who promoted downtown development and supported new zoning laws that allowed for construction of taller buildings in the city center; and

WHEREAS, In his private life, The Honorable Herbert H. Behrel was a longtime and valued employee of Booth Industries, where he retired as manager of its transportation department; and

WHEREAS, The Honorable Herbert H. Behrel was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Margaret; his daughter, Barbara Neumann; his five grandchildren; and his eight great-grandchildren, The Honorable Herbert H. Behrel 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 thirty-first day of July, 2002, do hereby commemorate The Honorable Herbert H. Behrel 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 Herbert H. Behrel.

---

*TRIBUTE TO LATE MR. STANLEY M. BERNTSON.*

WHEREAS, Stanley M. Bernston has been called to eternal life by the wisdom of God at the age of ninety-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A distinguished member of the financial community, Stanley M. Bernston was a founder, past president and former chief executive officer of Fidelity Federal Savings Bank in Chicago; and

WHEREAS, Born and raised on Chicago's northwest side, Stanley M. Bernston was the only child of a family of Norwegian immigrants and attended Austin High School and Northwestern University; and

WHEREAS, Stanley M. Berntson joined a group of eight men who acquired the controlling interest in a savings association and renamed it the Belmont Central Savings and Loan Association; and

WHEREAS, Stanley M. Berntson and his co-founders later changed the name of the financial institution to the Fidelity Federal Savings Bank in 1989; and

WHEREAS, Stanley M. Berntson was a member of a number of professional business organizations and served on the board of the Belmont Cragin Kiwanis International, Trinity College in Deerfield and the Belmont-Central Chamber of Commerce; and

WHEREAS, Along with his late wife, Lillian, Stanley M. Berntson helped continue the work of the ministry Kids Alive International, which provides housing and medical services for children in war torn countries; and

WHEREAS, In 2000, Stanley M. Berntson was honored with a street designation on West Belmont Avenue between North Long and North Linder Avenues, where the bank is located; and

WHEREAS, Stanley M. Berntson was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his son, Grant; his daughter, Gail Oleari; his seven grandchildren; and his four great-grandchildren, Stanley M. Berntson 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 thirty-first day of July, 2002, do hereby commemorate Stanley M. Berntson for his grace-filled life and do hereby express our condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Stanley M. Berntson.

---

*TRIBUTE TO LATE MR. RAYMOND BIESCHKE.*

WHEREAS, Raymond Bieschke has been called to eternal life by the wisdom of God at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Carrying out a family tradition of service to the residents of the city of Chicago, Raymond Bieschke joined the Chicago Fire Department in 1944; and

WHEREAS, Raymond Bieschke served forty years in the Department, earning the rank of battalion chief; and

WHEREAS, Raymond Bieschke always understood the values of brotherhood and teamwork, values that made him one of the most respected members of the Department; and

WHEREAS, During the 1980 fire fighters strike, Raymond Bieschke was only one of five battalion chiefs to join the rank-and-file fire fighters and champion their cause; and

WHEREAS, Raymond Bieschke was a dependable man of strong moral character who valued his own family and the family of fire fighters of whom he was a part; and

WHEREAS, Like so many families in Chicago, Raymond Bieschke instilled the value of city service in his children, one of whom is a fire fighter and one who is a police officer; and

WHEREAS, Raymond Bieschke was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving sons, Thomas and Richard; his loving daughters, JoAnne Mizialko and Marilyn Weiglein; and his ten adoring grandchildren, Raymond Bieschke 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 thirty-first day of July, 2002, do hereby commemorate Raymond Bieschke 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 Raymond Bieschke.

*TRIBUTE TO LATE MS. ARNITA YOUNG BOSWELL.*

WHEREAS, Arnita Young Boswell 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, Arnita Young Boswell was a social worker, university professor and social activist who helped found the National Hook-Up of Black Women and the League of Black Women; and

WHEREAS, Arnita Young Boswell taught social work for nineteen years at the University of Chicago and later served as director of social service for families with children with special needs at the University of Illinois at Chicago; and

WHEREAS, In the mid-1980s, Arnita Young Boswell began serving as a manager of the Family Resource Center in the Department of Human Services for the City of Chicago; and

WHEREAS, Arnita Young Boswell's organization, the National Hook-Up of Black Women, was a support base for black female activists; and

WHEREAS, Arnita Young Boswell also founded Boswell-Young & Associates, a Chicago-based consulting firm; and

WHEREAS, Arnita Young Boswell was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her daughter, Bonnie; her sister, Eleanor Young Long; and her two grandchildren, Arnita Young Boswell 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 thirty-first day of July, 2002, do hereby commemorate Arnita Young Boswell 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 Arnita Young Boswell.

*TRIBUTE TO LATE MRS. LISA DERMAN.*

WHEREAS, Lisa Derman 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 her passing by Alderman Edward M. Burke; and

WHEREAS, Lisa Derman was a tireless advocate of her Jewish faith and the strength and courage of those who rescued the prisoners of the Holocaust; and

WHEREAS, As a young child, Lisa Derman witnessed the brutal killings of her mother, her father, her brother and her sister; and

WHEREAS, Lisa Derman and her late sister, Paula Nussbaum, witnessed the horror of life in three Jewish ghettos of Slonim, Grodno and Vilna, and escaped death by hiding in a sofa; and

WHEREAS, Lisa Derman and Paula Nussbaum were rescued by Lisa Derman's future husband, Aron Derman; and

WHEREAS, Championing the memory of those who were unmercifully murdered, Lisa Derman served as president of the Holocaust Memorial Foundation and was a longtime chair of its speakers bureau; and

WHEREAS, Lisa Derman often urged people to be bold enough to take a stand because the brave decisions of others had saved her life; and

WHEREAS, Lisa Derman was an individual of great integrity and amazing courage who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her loving husband, Aron; her three sons, Daniel, Gordon and Howard; her brother, Robert Ness; and her eight adoring grandchildren, Lisa Derman imparts a legacy of faithfulness, perseverance, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby commemorate Lisa Derman 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 Lisa Derman.

*TRIBUTE TO LATE MRS. ISABEL LYDIA FASO.*

WHEREAS, Isabel Lydia Faso 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, Isabel Lydia Faso's hard work, dedication and sacrifice should serve as an example to us all; and

WHEREAS, Isabel Lydia Faso possessed an unwavering faith in God and a strong moral character, which she instilled in her five children; and

WHEREAS, Isabel Lydia Faso found a soul mate and best friend in her late husband, Joseph C. Faso, Sr.; and

WHEREAS, Isabel Lydia Faso's devotion to her family serves as a reminder to us all of the importance of family; and

WHEREAS, Through her wit and keen intelligence, Isabel Lydia Faso lifted the spirits of all those in her presence; and

WHEREAS, Isabel Lydia Faso was a woman of genteel grace and simple elegance; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Isabel Lydia Faso to her family members, friends and all of those who knew her, enriching their lives in ways they will never forget; and

WHEREAS, To her loving sons, Reverend Charles N. Faso and Joseph; her loving daughters, Mary and Polly; her adoring grandchildren; and great-grandchildren, Isabel Lydia Faso 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 thirty-first day of July, 2002, do hereby commemorate the life of Isabel Lydia Faso and do hereby express our deepest condolences to her family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Isabel Lydia Faso.

*TRIBUTE TO LATE MRS. MARY AGNES FLEMING.*

WHEREAS, Mary Agnes Fleming 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, Mary Agnes Fleming dedicated her life to the well-being of Chicagoans and members of the United States Armed Forces; and

WHEREAS, Mary Agnes Fleming earned her nursing degree from Mercy Hospital and joined the nurses corps in 1944; and

WHEREAS, Mary Agnes Fleming honorably served her country, caring for the survivors of the Bataan Death March while stationed on a Navy hospital ship in San Diego; and

WHEREAS, Mary Agnes Fleming continued her commitment to others by teaching hospitalized children at Christopher's School for over three decades; and

WHEREAS, A fair-minded woman, Mary Agnes Fleming believed in the power of education to triumph over the gravest of obstacles; and

WHEREAS, Mary Agnes Fleming and her late husband Thomas were invaluable members of their southwest side community, serving as honorary grand marshals of the South Side Irish Parade in 1991; and

WHEREAS, Mary Agnes Fleming was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her loving sons, Patrick and Thomas; her loving daughters, Maureen Barham and Kathleen; and her nine adoring grandchildren, Mary Agnes Fleming 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 thirty-first day of July, 2002, do hereby commemorate Mary Agnes Fleming 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 Mary Agnes Fleming.



*TRIBUTE TO LATE MR. JOHN D. FOSTER.*

WHEREAS, John D. Foster 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, John D. Foster was a longtime executive for Montgomery Ward & Company and a prominent Chicago civic leader whose many contributions to the growth and progress of our city will long be remembered and admired; and

WHEREAS, John D. Foster joined Montgomery Ward & Company as vice president of human resources in 1964 and was elected corporate director in 1970; and

WHEREAS, From 1971 to 1977, John D. Foster served as vice president of organization and planning for Marcor Corporation, a company that was comprised of the giant Chicago-based retailer and Container Corporation of America; and

WHEREAS, In 1973, Governor Dan Walker appointed John D. Foster to serve a four-year term as chairman of the Illinois Civil Service Commission; and

WHEREAS, After retiring from Marcor Corporation in 1977, John D. Foster established John D. Foster & Associates, an executive search and consulting agency; and

WHEREAS, Mayor Jane M. Byrne named John D. Foster to serve a two-year term on the Chicago Board of Education in 1980; and

WHEREAS, John D. Foster most recently served as vice president of the Chicago Opera Theater Board of Directors; and

WHEREAS, John D. Foster also was a longtime and valued director of Lands' End, Incorporated, the Wisconsin-based retailer recently acquired by Sears Roebuck & Company; and

WHEREAS, John D. Foster was an individual of great integrity and professional accomplishment who will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his loving wife of thirty-six years, Adrian Radmore Foster; his two sons, Thorne and John; his daughter, Adrian Foster Cunard; his sister, Harriet O'Brien; his five grandchildren; and his four great-grandchildren, John D. Foster

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 thirty-first day of July, 2002, do hereby commemorate John D. Foster 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 John D. Foster.

---

*TRIBUTE TO LATE MR. JACOB LOGAN FOX.*

WHEREAS, Jacob Logan Fox has been called to eternal life by the wisdom of God at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Lincoln Park community, Jacob Logan Fox was a man of great honesty and integrity who had an enormous dedication to social and civic causes; and

WHEREAS, Jacob Logan Fox was a prominent corporate lawyer and the chairman of a widely recognized youth and arts foundation, the John R. Houlsby Foundation, which was the bequeathal of a client; and

WHEREAS, The philanthropic organization supports the Boys & Girls Club and the Infant Welfare Society, as well as smaller Chicago civic boards that assist lesser known charities on the front lines of social activism; and

WHEREAS, Known as Jay, Jacob Logan Fox grew up on Chicago's south side and received his bachelor's degree from the University of Chicago in 1942 and his law degree from his alma mater, after serving his country in the United States Army during World War II; and

WHEREAS, Starting in 1947, Jacob Logan Fox became a partner in the law firm of Brown, Fox and Blumberg, where he specialized in corporate law; and

WHEREAS, Jacob Logan Fox joined the prestigious Chicago law firm of Altheimer & Gray in 1976; and

WHEREAS, Jacob Logan Fox was President and Chairman of the Mary McDowell Settlement in Chicago during the 1950s and the board of Columbia College from 1984 to 1987, and through his practice eventually led the boards of Wylain, Incorporated and Republic Industries; and

WHEREAS, Jacob Logan Fox was among the co-founders of the Chicago Youth Centers and was a frequent chairman of numerous other Chicago civic boards; and

WHEREAS, Jacob Logan Fox was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife; Mary; his son, Jay; his two daughters, Katie and Laura; his two brothers, Ted and Robert; and his two grandchildren, Jacob Logan Fox 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 thirty-first day of July, 2002, do hereby commemorate Jacob Logan Fox 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 Jacob Logan Fox.

---

*TRIBUTE TO LATE MR. ROBERT J. FRISBY.*

WHEREAS, Robert J. Frisby 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, Robert J. Frisby was a man of prairie ethos; hard work, dedication to his family and a sense of responsibility to his community; and

WHEREAS, Robert J. Frisby lived the American Dream by starting a small military manufacturing company on a Five Thousand Dollar loan and transforming it into a Twenty Million Dollar company; and

WHEREAS, Throughout his long and distinguished career, Robert J. Frisby's expertise and knowledge of the manufacturing industry earned him the respect and admiration of his colleagues; and

WHEREAS, Inducted into the Illinois Business Hall of Fame as a "Role Model", Robert J. Frisby joined the ranks of such tycoons as Ray Kroc, Robert Galvin and Colonel Robert McCormick; and

WHEREAS, Robert J. Frisby, armed with only an eighth grade education, worked tirelessly to provide for his family, for whom nothing was of greater importance; and

WHEREAS, A man of immense faith, Robert J. Frisby attended Mass and received Communion every day and also created a charitable foundation that annually provides money to the less fortunate; and

WHEREAS, Robert J. Frisby was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his four sons, Daniel, Michael, Kent and Timothy; his daughters, Kathleen and Ginger; his adoring grandchildren and great-grandchildren, Robert J. Frisby 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 thirty-first day of July, 2002, do hereby commemorate Robert J. Frisby 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 Robert J. Frisby.

---

*TRIBUTE TO LATE MR. MERINO A. GENNARELLI.*

WHEREAS, Merino A. Gennarelli 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, Like so many Chicagoans, Merino A. Gennarelli was the son of hard working, immigrant parents who dedicated their lives to providing a better life for their children; and

WHEREAS, Merino A. Gennarelli carried on the family legacy of hard work by tirelessly laboring at Seneca Petroleum Company of Crestwood to improve the quality of the roadways leading in and out of the city; and

WHEREAS, Merino A. Gennarelli was a man of innovative sensibilities, who enjoyed creating and building furniture when he was not constructing major metropolitan thoroughfares; and

WHEREAS, During World War II, Merino A. Gennarelli honorably served his country as a sergeant in the Army, protecting freedom in his brave efforts during the landing at Normandy; and

WHEREAS, Merino A. Gennarelli was a man who truly understood the importance of camaraderie, serving as a member of the Sons of Italy Foundation, the Veterans of Foreign Wars, the American Legion and the Friends of Passionist Monastery; and

WHEREAS, Merino A. Gennarelli was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving daughters, Lynne and Diane; and his son, Ron, and his two adoring grandchildren, Merino A. Gennarelli 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 thirty-first day of July, 2002, do hereby commemorate Merino A. Gennarelli 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 Merino A. Gennarelli.

*TRIBUTE TO LATE MR. BERNARD HANLEY.*

WHEREAS, Bernard Hanley 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, Bernard Hanley honorably and courageously served in the United States Navy; and

WHEREAS, Throughout his long and distinguished career, Bernard Hanley's expertise and knowledge of the investment banking industry earned him the respect and admiration of his colleagues; and

WHEREAS, Bernard Hanley tirelessly served his community in the roles of a village trustee, a Little League coach and a Catholic school advocate; and

WHEREAS, With the experience of exemplary education throughout his life at Fenwick High School and Regis University in Colorado, Bernard Hanley understood the importance of Catholic education and championed the improvement of Catholic schools; and

WHEREAS, Bernard Hanley was an individual of great integrity, professional accomplishment and a quick wit who will be dearly missed; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Bernard Hanley to his family members, friends and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, To his loving wife, Suzanne; his six sons, Bernard, Jr., Brian, Terry, Tim, Sean and Kevin; his three daughters, Colleen, Sue and Kathy; and his adoring grandchildren, Bernard Hanley 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 thirty-first day of July, 2002, do hereby commemorate Bernard Hanley 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 Hanley.

*TRIBUTE TO LATE MR. GARDNER W. HEIDRICK.*

WHEREAS, Gardner W. Heidrick has been called to eternal life by the wisdom of God at the age of ninety; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Gardner W. Heidrick was the loving and devoted husband for fifty-nine years of the late Eileen, nee Lindsay; and

WHEREAS, Gardner W. Heidrick was the co-founder of Heidrick & Struggles, a pioneering executive recruiting firm that grew to operate eighty offices worldwide and helped to shape the future of the industry; and

WHEREAS, Gardner W. Heidrick established the firm with John Struggles in 1953 and served as its chief executive officer for many years; and

WHEREAS, At the age of seventy, Gardner W. Heidrick retired from Heidrick & Struggles and established the boutique executive search firm the Heidrick Partners, along with his son, Robert; and

WHEREAS, An individual of great integrity and professional accomplishment, Gardner W. Heidrick will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his two sons, Gardner, Jr. and Robert; his six grandchildren; and his four great-grandchildren, Gardner W. Heidrick 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 thirty-first day of July, 2002, do hereby commemorate Gardner W. Heidrick 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 Gardner W. Heidrick.

---

*TRIBUTE TO LATE MS. ANNA ELIZABETH HARMON KOLHEIM.*

WHEREAS, Anna Elizabeth Harmon Kolheim 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 her passing by Alderman Edward M. Burke; and

WHEREAS, A highly respected educator and administrator, Anna Elizabeth Harmon Kolheim enjoyed a long and successful career as a veteran of the Chicago Public Schools; and

WHEREAS, Anna Elizabeth Harmon Kolheim was raised in Chicago and embarked upon a forty-four year tenure with the public school system in 1938 after working as a caseworker for Cook County Public Welfare; and

WHEREAS, Anna Elizabeth Harmon Kolheim served as principal at Hyde Park High School and in a variety of other posts including principal of Ross Elementary School; and

WHEREAS, Anna Elizabeth Harmon Kolheim was widely known and admired for her strength of character and ability to inspire her students to go on to succeed in their professional lives; and

WHEREAS, Anna Elizabeth Harmon Kolheim was an individual of great integrity and dedication who will be dearly missed and fondly remembered by her many relatives, friends and former students; and

WHEREAS, To her sister, Mercedes Chain, Anna Elizabeth Harmon Kolheim 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 thirty-first day of July, 2002, do hereby commemorate Anna Elizabeth Harmon Kolheim 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 Anna Elizabeth Harmon Kolheim.

---

*TRIBUTE TO LATE MRS. BARBARA W. KRELL.*

WHEREAS, Barbara W. Krell 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, Barbara W. Krell worked tirelessly throughout her entire life to improve the quality of life in the Hyde Park neighborhood and the City of Chicago; and

WHEREAS, Although not a Chicagoan by birth, Barbara W. Krell lived her life with all the characteristics of a true Chicagoan: dedication to providing a better life for her family, commitment to others and an unwavering loyalty to her neighborhood; and

WHEREAS, Barbara W. Krell was a woman of great intelligence and a keen intellect, receiving a degree in education from Arizona State University and continuing her dedication to her community by teaching elementary school; and

WHEREAS, Barbara W. Krell possessed a strong moral character which she first learned from her Presbyterian missionary parents, and continued her steadfast devotion to her faith by working at the United Church of Hyde Park for twenty years; and

WHEREAS, Barbara W. Krell also gave herself wholeheartedly to a variety of organizations within her community such as the P.T.A. and the league of Women Voters; and

WHEREAS, Barbara W. Krell's efforts were recognized by her constituents in 1982 when she was awarded the first ever Good Neighbor of the Year Award from the Hyde Park Neighborhood Club; and

WHEREAS, Barbara W. Krell was an individual of great integrity and faith who will be dearly missed and fondly remembered by her many relatives, friends, admirers and neighbors who will also remember her as "Mrs. Hyde Park;" and

WHEREAS, To her loving and devoted husband, Eugene; her two daughters, Ruth Wernis and June; her son, Craig; her two sisters, Quessie Krell and Hildreth Dodds; her brother, Harold Wylie; and four grandchildren, Barbara W. Krell 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 thirty-first day of July, 2002, do hereby commemorate Barbara W.

Krell for her grace-filled, selfless 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 Barbara W. Krell.

---

*TRIBUTE TO LATE MR. HARRY DEAN LEINENWEBER.*

WHEREAS, Harry Dean Leinenweber has been called to eternal life by the wisdom of God at the age of one hundred; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Harry Dean Leinenweber was the loving and devoted husband of the late Emily, nee Lennon, a member of a prominent Joliet family responsible for helping shape the history of the downstate city; and

WHEREAS, Born October 19, 1901, Harry Dean Leinenweber was raised on a farm outside Madison, Indiana and attended Hanover College and graduate school at the University of Chicago; and

WHEREAS, Harry Dean Leinenweber served with distinction for many years as an educator at Joliet Township High School and Junior College; and

WHEREAS, Harry Dean Leinenweber followed the college to its new site on Houboldt Road as head of its Social Studies Department; and

WHEREAS, Harry Dean Leinenweber retired in 1987, but continued to lead a Great Books discussion that he formed in 1946, and to share his knowledge of the Bible in talks at local churches; and

WHEREAS, An individual of great intelligence and personal kindness, Harry Dean Leinenweber will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his two sons, John and The Honorable Harry Daniel; his devoted friend, Patricia Perley Pillard; his five grandchildren; and his thirteen great-grandchildren, Harry Dean Leinenweber 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 thirty-first day of July, 2002, do hereby commemorate Harry Dean Leinenweber 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 Harry Dean Leinenweber.

---

*TRIBUTE TO LATE MR. WALTER C. MCCRONE.*

WHEREAS, Walter C. McCrone 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, Walter C. McCrone was an internationally renowned expert in microscopy who achieved world fame in 1978 by concluding that the image on the Shroud of Turin, the purported burial cloth of Christ, was painted during the Middle Ages; and

WHEREAS, Walter C. McCrone's work was proven to be correct ten years later by an advanced technique called Carbon-14 dating; and

WHEREAS, In 2000, Walter C. McCrone was named a recipient of the American Chemical Society National Award in Analytical Chemistry; and

WHEREAS, Walter C. McCrone also debunked the Vinland Map, supposedly drawn by the Vikings fifty-two years before Christopher Columbus came to America; and

WHEREAS, A resident of the south side of the City of Chicago, Walter C. McCrone headed McCrone Associates, an analytical consulting firm with two thousand clients; and

WHEREAS, Walter C. McCrone founded the McCrone Research Institute, which has taught more than twenty thousand students in all facets of microscopy; and

WHEREAS, Walter C. McCrone later expanded his activities to include McCrone

Scientific, a sister facility in London, England; and

WHEREAS, An active and dedicated member of his community, Walter C. McCrone served on the board of Ada S. McKinley Community Services beginning in 1951 and was its president from 1964 to 1995; and

WHEREAS, A recipient of numerous awards and honors, Walter C. McCrone was an individual of great scientific knowledge and expertise who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted wife, Lucy, Walter C. McCrone 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 thirty-first day of July, 2002, do hereby commemorate Walter C. McCrone 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 Walter C. McCrone.

---

*TRIBUTE TO LATE REVEREND ANDREW MC DONAGH.*

WHEREAS, Reverend Andrew McDonagh 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, Reverend Andrew McDonagh served as a beacon of hope for priests with struggles with alcoholism and other addictions; and

WHEREAS, Reverend Andrew McDonagh raised the caliber of the priesthood by supporting, nurturing and counseling troubled priests for thirty-five years; and

WHEREAS, Reverend Andrew McDonagh came from good south side stock and never strayed from his roots; and

WHEREAS, A man of wide intelligence, Reverend Andrew McDonagh attended

Quigley Preparatory and Saint Mary of the Lake Seminaries and earned a master's degree in clinical psychology from Loyola University Chicago; and

WHEREAS, For seven years, Reverend Andrew McDonagh taught psychology to undergraduates at Niles College, now known as Saint Joseph's Seminary; and

WHEREAS, Reverend Andrew McDonagh was "the heart and soul" and one of the longest-serving members of the archdiocese's Alcoholism and Addiction Committee; and

WHEREAS, Reverend Andrew McDonagh was a terrific friend who valued his old companions and always sought out new ones; and

WHEREAS, Well respected among his peers, Reverend Andrew McDonagh led by example; and

WHEREAS, Reverend Andrew McDonagh dutifully served the congregations of Saint Charles Borromeo, Saint Nicholas of Tolentine, Saint Juliana, Saint Nicholas in Evanston and Saint Mary of the Woods; and

WHEREAS, Reverend Andrew McDonagh was an individual of great integrity and unwavering faith who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his fellow priests, Reverend Andrew McDonagh imparts a legacy of compassion, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby commemorate Reverend Andrew McDonagh 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 Reverend Andrew McDonagh.

---

*TRIBUTE TO LATE MR. WILLIAM E. MC INERNEY.*

WHEREAS, Almighty God, in His infinite wisdom, has called William E. McInerney to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, William E. McNerney spent his life serving and protecting the citizens of Chicago and the United States; and

WHEREAS, Enlisting on January 29, 1942, William E. McNerney courageously and honorably served in the 105<sup>th</sup> Infantry during World War II; and

WHEREAS, William E. McNerney was a highly decorated soldier, earning at least thirty awards including two Silver Battle Stars and three Bronze Stars; and

WHEREAS, William E. McNerney was an invaluable member of the Chicago Police Department, working on such legendary cases as the Our Lady of Angels school fire and solving the case of the John Hancock Building fire in 1972; and

WHEREAS, The Chicago Police Department recognized his extraordinary contributions to the department by awarding William E. McNerney the Blue Star for Bravery in the Gun Bomb Seige in 1969; and

WHEREAS, William E. McNerney was an individual of great integrity, devotion and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Georgiene; his daughter, Kathy Mariano; and his adoring grandchildren and great-grandchildren, William E. McNerney imparts a legacy of courage, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby commemorate William E. McNerney for his grace-filled life and his years of dedicated service 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. McNerney.

---

*TRIBUTE TO LATE MR. GEORGE H. MEIER.*

WHEREAS, George H. Meier has been called to eternal life by the wisdom of God

at the age of fifty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, George Meier served as a consultant to the City of Chicago during the 2001 redistricting process; and

WHEREAS, A distinguished and highly respected member of the national redistricting community, George Meier has worked with several state and local governments for more than twenty-seven years; and

WHEREAS, Mr. Meier began his career with serving his country in the United States Air Force as a Russian language expert in Turkey during the Vietnam War; and

WHEREAS, Upon completing his service to his government, George Meier graduated from Florida State University, with a degree in government and political science; and

WHEREAS, Throughout the years, George Meier held various positions in the Florida state government; and

WHEREAS, During his term of service in Florida government, George Meier was the staff director of the Florida House Committee on Reapportionment and was instrumental in the drafting of the Florida state district boundaries; and

WHEREAS, From 1994 to 1996, George Meier served as the executive director and chief of staff to the Speaker of the Florida House of Representatives; and

WHEREAS, As chief of staff of the Office of the Speaker, George Meier designed and published the first state legislative website, *On-line Sunshine*; and

WHEREAS, Mr. Meier also served as the executive director of the Joint Committee on Legislative Management for the Connecticut Legislature; and

WHEREAS, For the last four years, George Meier has consulted with many jurisdictions throughout the country on redistricting, including the City of Chicago where his assistance was invaluable to all involved in the process; and

WHEREAS, In spite of his hectic schedule, George Meier still found time to take children from the First Presbyterian Church in Tallahassee on camping trips every summer and serve as an elder of his church; and

WHEREAS, George Meier was a caring and thoughtful man, and will be dearly missed by his many friends, relatives and admirers; and

WHEREAS, To his loving wife of twenty-nine years, Norma; his children Jonathon and Jeannette; his two sisters, Florence and Karen, George H. Meier imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby commemorate George H. Meier for his grace-filled life and do hereby extend our condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of George H. Meier.

---

*TRIBUTE TO LATE REVEREND ROLAND E. MURPHY.*

WHEREAS, Almighty God in His infinite wisdom, has called Reverend Roland E. Murphy to his eternal reward 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, Reverend Roland E. Murphy spent his life studying, teaching and living the life of the Scriptures; and

WHEREAS, Reverend Roland E. Murphy was ordained a priest in the Carmelite Order in Chicago in 1942 and began his life as a teacher at Mount Carmel High School; and

WHEREAS, Continuing his commitment to educating young people, Reverend Roland E. Murphy taught Scripture while earning a Master of Arts degree in both Philosophy and Semitic Languages and a Sacred Theology degree in Scripture; and

WHEREAS, Reverend Roland E. Murphy also obtained a graduate degree from the Pontifical Biblical Institute in Rome, Italy; and

WHEREAS, Reverend Roland E. Murphy excelled as a professor in higher education and went on to teach at Duke University; and



WHEREAS, Proving to be a man of many talents, Reverend Roland E. Murphy successfully authored books on Biblical literature and became a renowned editor of theological texts; and

WHEREAS, The intellect and the expertise of Reverend Roland E. Murphy was recognized by his peers when he was elected president of the Catholic Biblical Association and the Society of Biblical Literature; and

WHEREAS, Reverend Roland E. Murphy was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends, students and admirers; and

WHEREAS, To his loving brother, the Reverend David Murphy, Reverend Roland E. Murphy imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, The we, the Mayor and the members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby commemorate Reverend Roland E. Murphy 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 Reverend Roland E. Murphy.

—

*TRIBUTE TO LATE DR. WILLIAM JAMES NORCROSS.*

WHEREAS, Doctor William James Norcross has been called to eternal life by the wisdom of God at the age of seventy-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Doctor William James Norcross was a founding director and former chief of staff at Cermak Memorial Hospital in Chicago, the first general prison hospital in the nation to receive Joint Commission on Accreditation certification; and

WHEREAS, Doctor William James Norcross was a retired physician who was widely recognized throughout the medical community in Chicagoland for his diagnostic intuition and surgical ability; and

WHEREAS, Born in a logging camp in Spring Creek, Pennsylvania, Doctor William James Norcross graduated from Northwestern University Medical School and specialized in emergency abdominal surgery; and

WHEREAS, Doctor William James Norcross founded one of the first trauma units in the United States at Cook County Hospital; and

WHEREAS, Doctor William James Norcross served as an associate professor at Northwestern University Medical School from 1964 to 1984;

WHEREAS, Doctor William James Norcross also held clinical leadership roles in administration at Mary Thompson Hospital and was a highly valued and much beloved member of the staff at several other Chicago area hospitals; and

WHEREAS, A resident of Gurnee, Doctor William James Norcross was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Riza Rafi; his two sons, Mark and Jon; his brother, Charles; and his four grandchildren, Doctor William James Norcross 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 thirty-first day of July, 2002, do hereby commemorate Doctor William James Norcross 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 Doctor William James Norcross.

---

*TRIBUTE TO LATE DR. ESTHER PIZER.*

WHEREAS, Doctor Esther Pizer 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 highly respected member of the medical community, Doctor Esther Pizer served as director of the child psychiatry clinic at Michael Reese Hospital in

Chicago; and

WHEREAS, Doctor Esther Pizer received her medical degree from the University of Illinois College of Medicine in 1941; and

WHEREAS, Doctor Esther Pizer operated her own private practice and also served as attending physician at Cook County Hospital and at the old Municipal Tuberculosis Sanitarium at North Park Village on the northwest side; and

WHEREAS, Doctor Esther Pizer worked eight years for Doctor Meyer Lichtenstein, the director of the sanitarium, and married him in 1952; and

WHEREAS, Doctor Esther Pizer taught at Chicago Medical School from 1952 to 1956 and took up the specialty of psychiatry at the age of fifty years old; and

WHEREAS, Doctor Esther Pizer became director of the child psychiatry clinic at Michael Reese Hospital, consultant to the dysfunctional child center and diagnostic clinic, and was assistant professor in psychiatry at the University of Chicago until 1989; and

WHEREAS, Doctor Esther Pizer was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her niece and nephew, and her five great-nieces and great-nephews, Doctor Esther Pizer 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 thirty-first day of July, 2002, do hereby commemorate Doctor Esther Pizer 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 Doctor Esther Pizer.

—

#### *TRIBUTE TO LATE MR. WARREN ISAAC ROBINSON II.*

WHEREAS, Warren Isaac Robinson II 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, In the city of neighborhoods, Warren Isaac Robinson II worked tirelessly to ensure the betterment of his Greater Grand Crossing neighborhood; and

WHEREAS, Warren Isaac Robinson II's commitment to his neighbors began every morning at seven o'clock when he opened his grocery store, providing not only the basic fare but also a nucleus of tolerance and laughter for the community; and

WHEREAS, Warren Isaac Robinson II was the pulse of the Greater Grand Crossing neighborhood, weathering the difficult times and humbly helping his neighbors during the thriving times; and

WHEREAS, Warren Isaac Robinson II possessed an infectious charisma and optimism that inspired people to look at the encouraging aspects of the neighborhood and to take pride in their surroundings; and

WHEREAS, Warren Isaac Robinson II exhibited a kind of dedication, loyalty and commitment to the Greater Grand Crossing community that serves as a model for all Chicagoans; and

WHEREAS, Warren Isaac Robinson II was an individual of great integrity who will be dearly missed and fondly remembered by his many relatives, friends, admirers and the neighborhood for which he so passionately cared; and

WHEREAS, To his loving and devoted wife, Kathleen; his three daughters, Paulette, Cozette and Annette; his son, Warren; and one grandchild, Warren Isaac Robinson II 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 thirty-first day of July, 2002, do hereby commemorate Warren Isaac Robinson II 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 Warren Isaac Robinson II.

---

*TRIBUTE TO LATE BISHOP JAMES RYAN.*

WHEREAS, Bishop James Ryan 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, Bishop James Ryan served with holiness and compassion for most of his religious life in Brazil, where he headed the geographically largest Catholic diocese in the world; and

WHEREAS, Bishop James Ryan oversaw a diocese that ranged over three hundred thousand miles and was laid to rest in the place that both defined him and captured his heart, Santarem, Para, Brazil; and

WHEREAS, A native of Chicago's south side, Bishop James Ryan was ordained to the priesthood on June 24, 1938 and was consecrated a Bishop on April 9, 1958; and

WHEREAS, Bishop James Ryan first began his Brazilian ministry in the early 1940s, when a German Franciscan mission put out a call for priests; and

WHEREAS, During his tenure as the leader of his flock, Bishop James Ryan oversaw the building of a seminary, clinics, churches and a radio station; and

WHEREAS, Bishop James Ryan practiced his role until his retirement in 1985, when he was named Bishop Emeritus; and

WHEREAS, Bishop James Ryan was a highly respected member of the religious community who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his brother, John, Bishop James Ryan 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 thirty-first day of July, 2002, do hereby commemorate Bishop James Ryan 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 Bishop James Ryan.

*TRIBUTE TO LATE HONORABLE LUCIA THEODOSIA THOMAS.*

WHEREAS, The Honorable Lucia Theodosia Thomas 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 her passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Lucia Theodosia Thomas was an outstanding and accomplished member of the legal community and a retired judge of the Cook County Circuit Court; and

WHEREAS, A native of Cheyenne, Wyoming, The Honorable Lucia Theodosia Thomas was the beloved daughter of United States Army Captain Benjamin Thomas and his wife, Dottie Sears Thomas; and

WHEREAS, The Honorable Lucia Theodosia Thomas graduated from Xavier University in New Orleans, Louisiana and John Marshall Law School in Chicago; and

WHEREAS, The Honorable Lucia Theodosia Thomas was admitted to the Illinois Bar in 1942 and after a long and successful career as an attorney was appointed to serve as a judge of the Circuit Court of Cook County in 1977; and

WHEREAS, During her esteemed tenure on the bench, The Honorable Lucia Theodosia Thomas earned the respect of all for her compassion, fair-mindedness and unwavering concern for all of those who entered her courtroom; and

WHEREAS, A scholar, trailblazer and benefactor, The Honorable Lucia Theodosia Thomas will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her loving and devoted family, The Honorable Lucia Theodosia Thomas 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 thirty-first day of July, 2002, do hereby commemorate The Honorable Lucia Theodosia Thomas 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 Lucia Theodosia Thomas.

*TRIBUTE TO LATE MR. DOMINICK J. VELO.*

WHEREAS, Dominick J. Velo 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, Dominick J. Velo was a prominent philanthropist and the founder of D. J. Velo & Company, a highly successful contracting firm headquartered in west suburban Oak Brook; and

WHEREAS, A widely recognized leader in the construction industry, Dominick J. Velo served as president of the Construction Employers Association and the Builders Association of Greater Chicago; and

WHEREAS, In forty-one years, the company headed by Dominick J. Velo built an enviable reputation and constructed more than eight-hundred industrial and commercial buildings in the Chicago area, including warehouses, distribution facilities and corporate headquarters; and

WHEREAS, Dominick J. Velo was also known for his charitable work and in 1983 was inducted into the Knights of Malta, the highest honor bestowed by the Catholic Church to a lay person; and

WHEREAS, A native of the Roseland neighborhood, Dominick J. Velo had lived in south suburban Flossmoor for the past thirty-six years; and

WHEREAS, Dominick J. Velo was twelve years old when he met Jeanne A. Felice, the love of his life, whom he married in 1940; and

WHEREAS, Dominick J. Velo graduated from the Illinois Institute of Technology and then joined Northern Builders, Incorporated, an industrial and commercial developer; and

WHEREAS, Dominick J. Velo's career was interrupted in 1943 when he enlisted in the United States Army during World War II; and

WHEREAS, Following his honorable discharge, Dominick J. Velo returned to Northern Builders, Incorporated before opening his own company in 1961; and

WHEREAS, Dominick J. Velo was a man of uncompromising integrity, deep faith in God and a strong social commitment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Jeanne A.; his daughter, the late Barbara Fordon; his two sons, Robert and Monsignor Kenneth; his sister, Anita Liberacki; his eight grandchildren and his eleven great-grandchildren, Dominick J. Velo imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby commemorate Dominick J. Velo 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 Dominick J. Velo.

---

*TRIBUTE TO LATE MRS. MARJORIE WAJCHERT.*

WHEREAS, Marjorie Wajchert 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 her passing by Alderman Edward M. Burke; and

WHEREAS, Marjorie Wajchert served as New Lenox Village Clerk for thirty-two years; and

WHEREAS, Marjorie Wajchert met her future husband, Joe, a New Lenox police officer, at a bowling alley in New Lenox; and

WHEREAS, Marjorie Wajchert and her husband, Chief of Police Joe Wajchert, were the first two government staff members of New Lenox, who knew the ins and outs of the village; and

WHEREAS, Marjorie Wajchert was the resident expert on the New Lenox community, answering everything from questions about stray dog problems to voter registration inquiries; and



WHEREAS, Marjorie Wajchert possessed a fun-loving spirit which endeared her to many friends and a great love for her community which was extremely contagious; and

WHEREAS, Marjorie Wajchert was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by her many relatives, friends, admirers and neighbors; and

WHEREAS, To her two sons, Joseph and Stephen; her daughter, Patricia Leonas; and her adoring grandchildren and great-grandchildren, Marjorie Wajchert imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby commemorate Marjorie Wajchert 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 Marjorie Wajchert.

---

*TRIBUTE TO LATE MR. IRVING L. WEIN.*

WHEREAS, Irving L. Wein has been called to eternal life by the wisdom of God at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the north side, Irving L. Wein was a highly respected leader in the Jewish community and a prominent Chicago businessman; and

WHEREAS, Irving L. Wein was the chairman of the Fantasy Diamond Corporation and the Hampden Corporation and had acquired the Benrus Watch Company; and

WHEREAS, Raised in the Hyde Park community, Irving L. Wein attended the University of Chicago, the Sorbonne in France and the University of Geneva in Switzerland; and

WHEREAS, Irving L. Wein bravely served his country during World War II and landed in France shortly after the D-Day invasion as a member of the 8<sup>th</sup> Armored Division; and

WHEREAS, Irving L. Wein was a tireless supporter of Jewish causes and devoted much of his life to helping refugees from Russia and South Africa; and

WHEREAS, Irving L. Wein was former board member of the Jewish Federation of Metropolitan Chicago and a former general campaign chairman of the Jewish United Fund; and

WHEREAS, Irving L. Wein had leadership roles in the American Israel Public Affairs Committee, American Friends of the Weizman Institute, the International Fellowship of Christians and Jews, as well as a variety of other influential organizations; and

WHEREAS, Irving L. Wein was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Zahava; his son, Joseph; his daughter, Susan Bernhardt; his two sisters, Miriam Graham and Esther Sobotka; and his four grandchildren, Irving L. Wein imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby commemorate Irving L. Wein 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 Irving L. Wein.

---

CONGRATULATIONS EXTENDED TO BUDGET DIRECTOR MICHAEL E.  
HARRIS ON APPOINTMENT AS CHIEF FINANCIAL OFFICER  
OF PHILADELPHIA SCHOOL DISTRICT.

WHEREAS, Michael E. Harris has accepted a new position as chief financial officer in the school district of Philadelphia; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Edward M. Burke; and

WHEREAS, Michael E. Harris has tirelessly served this city for fourteen years, beginning his career as a budget analyst for the Office of Budget and Management; and

WHEREAS, Through his unwavering dedication to the people of Chicago, Michael E. Harris has worn many hats in city government, including assistant commissioner of the Department of Housing and director of legal fiscal and administrative services in the Department of Law; and

WHEREAS, Michael E. Harris continued to improve the quality of life in Chicago while overseeing nearly two billion dollars in local and federal community development funds and directing the funds into neighborhood redevelopment; and

WHEREAS, As a result of his keen understanding and unique command of the city's finances, Michael E. Harris was appointed as the City of Chicago's budget director; and

WHEREAS, During his tenure as budget director, Michael E. Harris contributed to the growth and stability of Chicago's finances; and

WHEREAS, The efforts of Michael E. Harris were recognized by his peers when he was selected as a finalist for the 1999 Kathy Osterman Award in the Outstanding Professional Employee category; and

WHEREAS, A man of character and intelligence, Michael E. Harris has demonstrated strong values and leadership skills; and

WHEREAS, Michael E. Harris and his wife, Christine, are invaluable members of their community and Beverly neighborhood, as licensed foster care parents who provide a safe haven for children; and

WHEREAS, Michael E. Harris will be missed by the people of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby congratulate Michael E. Harris on his recent appointment as chief financial officer in the school district of Philadelphia and do hereby wish him future success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Michael E. Harris.

*CONGRATULATIONS EXTENDED TO MR. IRV KUPCINET  
ON NINETIETH BIRTHDAY.*

WHEREAS, On July 31, 2002, Irv KupcINET will celebrate his ninetieth birthday; and

WHEREAS, The Chicago City Council has been informed of this joyous occasion by Alderman Edward M. Burke; and

WHEREAS, Irv KupcINET is a true Chicago treasure, as much a part of Chicago's landscape as the Sears Tower or the lakefront; and

WHEREAS, Irv KupcINET is Chicago's first cultural icon, having had a smash hit late-night television show, "Kup's Show", a widely read newspaper column, "Kup's Column" and a sports show; and

WHEREAS, Irv KupcINET is not only a man of wide Chicago character but also a renowned sports figure; and

WHEREAS, A star athlete, Irv KupcINET was a quarterback at the University of North Dakota and played professional football for the Philadelphia Eagles; and

WHEREAS, The play-by-play reports given by Irv KupcINET on Chicago Bears radio broadcasts on WGN were often referred to as a "symphony of the Chicago dialect"; and

WHEREAS, Starting in 1943, Kup's column was one of the first columns of its kind in the *Chicago Sun-Times* and continues to represent a legendary era of the Chicago press; and

WHEREAS, Out of his love for the city, Irv KupcINET enhances Chicago's national reputation as a conduit to celebrities for six decades; and

WHEREAS, A man of strong moral character, Irv KupcINET honored our nation's veterans with his annual "Purple Heart Cruises", where he would take military veterans out on Lake Michigan for a day of entertainment and relaxation; and

WHEREAS, For sixty-two years, Irv KupcINET was the loving husband and faithful companion of Esther "Essee" KupcINET, an accomplished woman in her own right; and

WHEREAS, Irv KupcINET is the proud father of his son, Jerry; his late daughter, Karyn; and an adoring grandfather; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby honor and congratulate Irv Kupcinec on his ninetieth birthday and do hereby wish him a happy and healthy year; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Irv Kupcinec.

---

*CONGRATULATIONS EXTENDED TO MRS. SUSAN LOCK  
ON RETIREMENT FROM PUBLIC SERVICE.*

WHEREAS, Susan Lock will officially retire as first deputy director of the Mayor's Office of Special Events on July 31, 2002, following a long and distinguished career in public service with the City of Chicago; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Susan Lock joined the City of Chicago in 1989 as first deputy director of the Mayor's Office of Special Events after previously serving as a top official with the Cook County State's Attorney's Office where she headed up the Office of Women's Issues; and

WHEREAS, During her esteemed tenure, Susan Lock oversaw the operations of the department, including the staging of major events such as festivals and parades; and

WHEREAS, Susan Lock also acted as a liaison between the Mayor's Office of Special Events and the Chicago City Council, as well as represented Mayor Richard M. Daley at high-profile events sponsored by the City of Chicago; and

WHEREAS, A resident of the Lincoln Square community, Susan Lock is a graduate of Queen of Angels Grammar School, Immaculata High School and Mundelein College; and

WHEREAS, Susan Lock was the loving wife of the late Robert K. Lock and the proud mother of six children; and

WHEREAS, Susan Lock is an individual of great intelligence and ability who served the City of Chicago with distinction, integrity and professionalism; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby congratulate Susan Lock on her retirement and do hereby express our best wishes for her continued happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Susan Lock.

---

*CONGRATULATIONS EXTENDED TO CITY COMPTROLLER PHOEBE S.  
SELDEN ON APPOINTMENT AS SENIOR VICE PRESIDENT  
AT MOODY'S INVESTORS SERVICE.*

WHEREAS, Phoebe S. Selden has accepted a position as senior vice president of Moody's Investors Service; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Edward M. Burke; and

WHEREAS, Phoebe S. Selden has tirelessly served this city for twelve years, beginning her career in municipal government in Chicago as a deputy comptroller of accounting; and

WHEREAS, As a result of her keen understanding and unique command of the city's finances, Phoebe S. Selden was appointed as the City of Chicago's Comptroller in April, 1998; and

WHEREAS, During her tenure as City Comptroller, Phoebe S. Selden contributed to the growth and stability of Chicago's finances; and

WHEREAS, Phoebe S. Selden utilized her unique experiences from her private sector background in the financial operations of the city with outstanding success; and

WHEREAS, Serving on a vast number of committees, including the Special Review Committee, Economic Committee of Airports Council International and as chairperson of the Government Finance Officers Association Committee on Accounting, Auditing and Financial Reporting, Phoebe S. Selden is an invaluable member of Chicago's financial team who will most surely be missed; and

WHEREAS, A woman of character and intelligence, Phoebe S. Selden has

demonstrated strong values and leadership skills; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby congratulate Phoebe S. Selden on her recent appointment as senior vice president at Moody's Investors Service and do hereby wish her future success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Phoebe S. Selden.

---

*CONGRATULATIONS EXTENDED TO MR. GERALD M. SULLIVAN  
ON RETIREMENT AS BUSINESS MANAGER FOR  
PLUMBERS LOCAL 130.*

WHEREAS, After serving the second longest term as the business manager of Plumbers Local 130 U.A., Gerald M. Sullivan is retiring from his post of twelve years; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Edward M. Burke; and

WHEREAS, Gerald M. Sullivan has lived a life of service, honorably and courageously serving in the 21<sup>st</sup> Field Artillery in the United States Army; and

WHEREAS, A man of great intelligence, Gerald M. Sullivan graduated from Quigley Preparatory School, earned a Bachelor of Science degree in Commerce from DePaul University and received a Master of Arts in Education from Governor's State University; and

WHEREAS, Gerald M. Sullivan represents all that is great about Chicago through his dedication to American labor and his loyalty to his emerald ancestry; and

WHEREAS, During his tenure at the helm of the Plumbers Local 130 U.A., the Union's comprehensive wage, benefit programs and pension plans have been the envy of the construction and service industries; and

WHEREAS, Plumbers Local 130 is a leader in maintaining and finding excellent job opportunities, guaranteeing safe working conditions and providing on-going educational opportunities; and

WHEREAS, Under the leadership of Gerald M. Sullivan, Plumbers Local 130 has been singled out as the best in North America by the International United Association; and

WHEREAS, Along with the Plumbers Local 130, Gerald M. Sullivan transformed Chicago's Saint Patrick's Day festivities into the greatest celebration of Irish heritage in the United States; and

WHEREAS, Throughout his tenure as general chairman of the Chicago Saint Patrick's Day Parade, Gerald M. Sullivan led the festivities to national renown, most notably in 2002 when President George W. Bush came to lead the parade, the first time a seated United States President had done so; and

WHEREAS, A man of many trades, Gerald M. Sullivan taught for sixteen years at the Washburne Trade School and spent seven years teaching in the instructor training program at Purdue University; and

WHEREAS, Gerald M. Sullivan is a civically minded man, serving on the boards of Amalgamated Bank of Chicago, the Chicago Chapter of the American Lung Association, and serving as a member of the Chicago Park District Board of Commissioners and the Northeastern Illinois Planning Commission; and

WHEREAS, A man of character, Gerald M. Sullivan has demonstrated strong values and leadership skills; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby congratulate Gerald M. Sullivan on his retirement from his position as Business Manager of Plumbers Local 130, and do hereby wish him a happy and healthy retirement; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Gerald M. Sullivan.

---

CONGRATULATIONS EXTENDED TO MR. PAUL VALLAS  
ON APPOINTMENT AS CHIEF EXECUTIVE OFFICER  
OF PHILADELPHIA SCHOOL DISTRICT.

WHEREAS, Paul Vallas has been appointed Chief Executive Officer of the Philadelphia School District; and



WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Edward M. Burke; and

WHEREAS, Paul Vallas has tirelessly served this city and the state of Illinois for twenty-five years; and

WHEREAS, After proving his vast comprehension of economics when he served as a revenue analyst in the Illinois Senate President's Office and as executive director of the Illinois Economic and Fiscal Commission, Paul Vallas accepted the position of director of revenue for the City of Chicago; and

WHEREAS, As a result of his keen understanding and unique command of the city's finances, Paul Vallas was appointed Budget Director in 1993; and

WHEREAS, During his tenures as Director of Revenue and as Budget Director, Paul Vallas contributed to the growth and stability of Chicago's finances; and

WHEREAS, Paul Vallas utilized his unique experience from his background in the financial operations of the city with outstanding success as Chief Executive Officer of the Chicago Public Schools; and

WHEREAS, During his tenure at the Chicago Public Schools, Paul Vallas completely transformed public education in Chicago; and

WHEREAS, Under the leadership of Paul Vallas, social promotion ceased in the Chicago Public Schools;

WHEREAS, The children of Chicago learned more in Chicago Public Schools and saw their test scores skyrocket with Paul Vallas at the helm; and

WHEREAS, A man of character, dedication and intelligence, Paul Vallas has demonstrated strong values and leadership skills; and

WHEREAS, The City of Chicago is grateful to Paul Vallas for his commitment to the people of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby congratulate Paul Vallas on his recent appointment as Chief Executive Officer of the Philadelphia School District and do hereby wish him future success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Paul Vallas as a token of our esteem.

*COMMENDATION OF CHICAGO POLICE OFFICERS  
FOR HEROISM AND DEDICATION.*

WHEREAS, On July 25, 2002, Police Officer Robert Kellam, Police Officer Rita Vail, Police Office Ryan Sheahan, Police Officer Mark Feeney, Police Officer Chuck Trendle and Police Officer Nelson Lopez rescued seven people trapped in a burning building; and

WHEREAS, The Chicago City Council has been informed of these heroics by Alderman Edward M. Burke; and

WHEREAS, Smelling strong odor of something burning, Officers Vail and Sheahan ran to investigate the scene; and

WHEREAS, Officers Vail and Sheahan saw flames coming from the apartment building on the 4300 block of South Paulina Street; and

WHEREAS, Officers Vail and Sheahan courageously entered the two and a half story building, warning the residents of the fire; and

WHEREAS, Officers Vail and Sheahan removed two men from the burning building; and

WHEREAS, While Officer Sheahan rescued a third man, Officer Kellam and Officer Vail began knocking on doors and attempting to evacuate the second floor; and

WHEREAS, While attempting to evacuate the second floor, Office Kellam and Officer Vail met a wall of black smoke; and

WHEREAS, Officer Kellam and Officer Vail forced their way through the fire and saved a woman and her infant who were sleeping; and

WHEREAS, In the meantime, Officer Feeney, Officer Trendle and Officer Lopez rescued another woman and her young daughter, who were unaware of the fire; and

WHEREAS, Police Officer Robert Kellam, Police Officer Rita Vail, Police Officer Ryan Sheahan, Police Officer Mark Feeney, Police Officer Chuck Trendle and Police Officer Nelson Lopez exhibited extreme courage and bravery at tremendous risk to their own personal safety; and

WHEREAS, In the highest traditions of the Chicago Police Department, Officer Kellam, Officer Vail, Officer Sheahan, Officer Feeney, Officer Trendle and Officer Lopez join rank with its most noble and cherished history; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby congratulate and commend Police Officer Robert Kellam, Police Officer Rita Vail, Police Officer Ryan Sheahan, Police Officer Mark Feeney, Police Officer Chuck Trendle and Police Officer Nelson Lopez for their heroism and dedication and do hereby express our gratitude for their commitment to residents of the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Police Officer Robert Kellam, Police Officer Rita Vail, Police Officer Ryan Sheahan, Police Officer Mark Feeney, Police Officer Chuck Trendle and Police Officer Nelson Lopez as a token of our esteem.

---

*WELCOME EXTENDED TO PARTICIPANTS IN MUSLIM AMERICAN  
SOCIETY'S ANNUAL ISLAMIC CONVENTION.*

WHEREAS, The Muslim American Society will officially hold its 2002 Annual Islamic Convention on August 30 through September 1, 2002, in the City of Chicago; and

WHEREAS, The Chicago City Council has been informed of this auspicious event by Alderman Edward M. Burke; and

WHEREAS, The 2002 Annual Islamic Convention will culminate in a keynote address delivered by Imam W. Dean Mohammed, the leader and international spokesperson for the Muslim American Society; and

WHEREAS, Imam W. Deen Mohammed, an influential and widely respected religious figure, will deliver a major public address entitled, "The Life Blood of Christianity and Islam is Peace"; and

WHEREAS, Imam W. Deen Mohammed is the son of Elijah Mohammed and was unanimously elected the new leader of the Nation of Islam upon the death of his father in 1975; and

WHEREAS, Imam W. Deen Mohammed later branched out to form the Muslim American Society, a religious organization dedicated to the teachings of the Holy Quran and the traditions of the Prophet Mohammed; and

WHEREAS, The Muslim American Society is dedicated to the advancement of global peace and the spread of genuine dialogue between people of all races and faiths; and

WHEREAS, On behalf of his religious community, Imam W. Deen Mohammed has traveled the world to meet with prominent religious leaders and to participate in countless national gatherings; and

WHEREAS, The convention will be held at the Chicago Hilton and Towers, 720 South Michigan Avenue, culminating with the keynote address being delivered at the University of Illinois at Chicago Pavilion, 525 South Racine Avenue; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby warmly welcome the many participants of this important convention to Chicago and do hereby express our best wishes for the success of this event; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Imam W. Deen Mohammed, leader of the Muslim American Society.

---

*DECLARATION OF AUGUST 30, 2002 AS "NATIONAL  
BLACK CATHOLIC CONGRESS DAY" IN CHICAGO.*

WHEREAS, The Ninth National Black Catholic Congress will convene in the City of Chicago from August 28<sup>th</sup> through September 1, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The National Black Catholic Congress is an organization comprised of local and national religious leaders who are deeply committed to the continued evangelization of Black Catholics throughout the world; and

WHEREAS, The Ninth National Black Catholic Congress will be attended by the Apostolic Delegate to the United States along with numerous Cardinals, Archbishops, Bishops, Priests and Deacons; and

WHEREAS, Three thousand delegates are scheduled to attend this highly significant gathering of Black religious leaders from across America and from countries as far away as Brazil and Africa; and

WHEREAS, The first National Black Catholic Congress was held in 1889 in Washington, D.C., and was founded by Daniel Rudd, the son of slaves and the editor and owner of *The American Catholic Tribune*; and

WHEREAS, The National Black Catholic Congress was last hosted in the City of Chicago in 1893, during the Columbian Exposition; and

WHEREAS, Since its inception, the Congress has sought to improve the spiritual, mental and physical conditions of people of color and to empower them to become active and influential members of both the Roman Catholic Church and secular society; and

WHEREAS, The City of Chicago is exceedingly proud to have been selected as the host city for the Ninth National Black Catholic Congress and officially extends a warm and gracious welcome to all of the participants of this esteemed assembly; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this thirty-first day of July, 2002, do hereby declare August 30, 2002, to be National Black Catholic Congress Day in the City of Chicago and do hereby express our best wishes for a highly successful event; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Opal Easter, Chairman of the Chicago Chapter of the National Black Catholic Congress.

---

*Presented By*

**ALDERMAN BURKE (14<sup>th</sup> Ward) And  
ALDERMAN SCHULTER (47<sup>th</sup> Ward):**

*TRIBUTE TO LATE MR. FERDINAND KRAMER.*

WHEREAS, Ferdinand Kramer has been called to eternal life by the wisdom of God at the age of one hundred; and

WHEREAS, The Chicago City Council has been informed of his passing by Aldermen Edward M. Burke and Eugene Schalter; and

WHEREAS, Ferdinand Kramer was a prominent housing developer who helped to revitalize the near south side; and

WHEREAS, For fifty-one years, Ferdinand Kramer served as chairman of Draper and Kramer, Incorporated, a firm founded by his father, Adolph, and Arthur Draper in 1893; and

WHEREAS, Ferdinand Kramer joined his father's firm in 1922 and was a strong proponent of integration in the City of Chicago; and

WHEREAS, During the 1950s, Ferdinand Kramer launched racially-mixed housing developments such as the Prairie Shores and Lake Meadows complexes on the near south side; and

WHEREAS, To demonstrate his commitment to the cause, Ferdinand Kramer moved to Prairie Shores from his comfortable North Shore home in 1958; and

WHEREAS, Ferdinand Kramer later served as an adviser to Presidents John F. Kennedy and Lyndon B. Johnson and participated in the launch of Fannie Mae, the federally backed buyer of home mortgages; and

WHEREAS, Ferdinand Kramer was married to the late Stephanie Shambaugh Kramer and was later wed to his second wife, Julia; and

WHEREAS, Ferdinand Kramer was an individual of great vision, integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Julia; his two sons, Douglas and Anthony; his two stepsons, John E. and Charles McDermott; his stepdaughter, Jeanne A. McDermott; his sister, Laura Pollak Fisher; his eleven grandchildren; and his ten great-grandchildren, Ferdinand Kramer 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 thirty-first day of July, 2002, do hereby commemorate Ferdinand Kramer 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 Ferdinand Kramer.

*Presented By*

**ALDERMAN L. THOMAS (17<sup>th</sup> Ward):**

**TRIBUTE TO LATE MS. BETHENIA BOLER.**

WHEREAS, The almighty Lord and Savior opened His arms to bring His precious child, Bethenia Boler home at the young age of twenty-eight years; and

WHEREAS, The Chicago City Council has been informed of her transition by the esteemed Alderman of the 17<sup>th</sup> Ward, Latasha Thomas; and

WHEREAS, Born August 2, 1973 to her loving and nurturing parents, Vhaness Boler and Franklin Williams, Bethenia Boler was nicknamed "Miss Bea"; and

WHEREAS, Although Bethenia was granted a short life span on earth, she brought joy and laughter into the hearts of everyone who knew her. She was a kind and generous person whose faith in the Lord brought her to accept Christ as her Savior under the leadership of the late Reverend Brady, pastor of the Christian Hope Methodist Baptist Church; and

WHEREAS, Bethenia Boler was a loving mother, daughter, sister, granddaughter, niece and friend of many. Her memory has left a valuable and lasting impression, she will be deeply missed and fondly remembered; and

WHEREAS, The vacancy Bethenia has left within the lives and hearts of her family and friends will be filled with the memory of her kindness and devotion to their well being. Her gentle ways and consideration of her fellow man will serve as an inspiration to comfort all who knew and loved her; and

WHEREAS, Bethenia Boler leaves to celebrate her life and cherish her memory, her mother, Vhaness Boler-Addison; her father, Franklin Williams; her loving children, Jerdelle, Shauntia and Shatiquia; grandmothers, Dorothy Barnett and Bethenia Jeffers; grandfather, Jasper Williams; siblings Vincent and Vhaness II; 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 thirty-first day of July, 2002 A.D., do hereby commemorate Bethenia Boler for her character and compassion and do hereby extend our sincere condolences to all her family members, neighbors and friends whose lives she's touched; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Bethenia Boler.

---

*TRIBUTE TO LATE MS. JUANITA N. MASSEY.*

WHEREAS, God in His infinite wisdom and judgment chose Friday, July 5, 2002 to bring his precious daughter, Juanita N. Massey home to reap her eternal reward; and

WHEREAS, The Chicago City Council has been notified of her transition by The Honorable Latasha R. Thomas, Alderman of the 17<sup>th</sup> Ward; and

WHEREAS, Juanita N. Massey, born March 30, 1897 in rural Georgia was affectionately known as "Mama Nettie" by her family members and many friends. It was during the time when Juanita worked on the cotton plantations that she realized that there was something she would do in her lifetime to better her fellow man; and

WHEREAS, Juanita was destined to contribute to the good of mankind and did so in countless ways. She moved to Chicago in 1921, and began to raise her family of girls. Her lifelong quest to assist the poor in her community began when she founded Noah's Ark, All Nations in 1972; and

WHEREAS, In a lifetime filled with inspiration and strengthened by a solid religious foundation, Juanita reached out and touched many lives. She will be sorely missed but her example endures as a reminder of the strength and solidity of a dedicated family life; and

WHEREAS, Juanita N. Massey leaves to celebrate her life and cherish her memory her only living daughter, Sylvia Arnold and four-generations of offspring; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby commemorate Juanita N. Massey for her character and compassion which will continue to shine in the lives of those who knew and loved her and do hereby share the sorrow of the family and extend our sincere condolences to all her family members and friends whose lives she's touched; and



*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Juanita N. Massey.

---

*Presented By*

***ALDERMAN TROUTMAN (20<sup>th</sup> Ward):***

***TRIBUTE TO LATE MS. SANDRA LYNN TYLON-THOMAS.***

WHEREAS, Sandra Lynn Tylon-Thomas, a most beloved citizen and friend, has been called home by our Lord God and Savior Jesus Christ on Thursday, July 4, 2002; and

WHEREAS, The Chicago City Council has been notified of her transition by The Honorable Arenda Troutman, Alderman of the 20<sup>th</sup> Ward; and

WHEREAS, Sandra was an active and vital member in her 20<sup>th</sup> Ward community who reached out to countless individuals in need of her estimable services; and

WHEREAS, Sandra was a part of the Carnegie Elementary School family under the leadership of Principal Thomas R. Avery for the past ten years. Sandra worked as Carnegie's school clerk, but for her it was not a job, but a labor of love. Her care and concern for the children of Carnegie was ever present as she nursed their wounds, praised them for their good grades and encouraged them when they fell short of their goals; and

WHEREAS, Sandra was the center of the Carnegie family to whom the teachers, parents and staff reached out to and were always administered to with a kind word or a bit of loving advice; and

WHEREAS, Sandra will be greatly missed by her sons, Maurice, Marcell, Samuel and Matthew; her brothers; sisters; her six grandchildren; aunts and uncles; she will also be missed by the 20<sup>th</sup> Ward community and especially by her Carnegie Elementary School family; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby offer our heartfelt sympathy to the family, friends and loved ones of Sandra Lynn Tylon-

Thomas and express our hope that the coldness of their grief be soon replaced by their warm memories of her; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Sandra Lynn Tylon-Thomas.

---

*Presented By*

**ALDERMAN OCASIO (26<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO GARCIA FAMILY  
ON OPENING OF PAPA'S CACHE SABROSO.**

WHEREAS, On June 18, 2002, Victor Garcia successfully opened his flagship restaurant, Papa's Cache Sabroso at 2517 West Division Street in the 26<sup>th</sup> Ward; and

WHEREAS, This resolution has been brought before the City Council by Alderman Billy Ocasio; and

WHEREAS, Victor Garcia learned the business from his brother, Augusto Velez, known as "Johnny Taco" and helped establish "El Cache Sabroso" at its original location at 1642 West California Avenue; and

WHEREAS, Victor Garcia purchased the business from his brother in 1998 and renamed the restaurant "Papa's Cache Sabroso"; and

WHEREAS, With the support of his wife, Nancy, family, friends and long time employees Nilda Garcia, Lucy Arroyo, Melinda Garcia and Harry Gandia, relocated "Papa's Cache Sabroso" to its current location at 2517 West Division Street in the heart of Chicago's Puerto Rican community, Paseo Boricua, convinced that he wanted to be a part of the revitalization of his community; and

WHEREAS, Victor Garcia was born in 1955 in Rio Piedras, Puerto Rico, came to Chicago at the age of one, was raised in Humboldt Park, graduated from Tuley High

School in 1974 and has placed himself as a role model and inspiration to the Puerto Rican community, his fellow peers and generation to come; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby congratulate Victor and Nancy Garcia on their opening of Papa's Caches Sabroso and extend to them our very best wishes and prayers for continued success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Victor and Nancy Garcia, Augusto Velez, Lucy Arroyo, Nilda and Melinda Garcia and Harry Gandia.

---

*Presented By*

**ALDERMAN E. SMITH (28<sup>th</sup> Ward):**

**TRIBUTE TO LATE MR. OTIS LEAVILL COBB.**

WHEREAS, Almighty God in His infinite wisdom had chosen Wednesday, July 17, 2002, to call his faithful servant, Otis Leavill Cobb, to his eternal reward; and

WHEREAS, Born to the union of Clarence, Sr. and Ruby Cobb on February 8, 1937, in Dewey Rose, Georgia, Otis Leavill had humble but solid beginnings. He and his six siblings, Clarence, Jr. (deceased), Catherine (deceased), Kenneth, Maurice, Evelyn and Billie brought laughter and joy into the Cobb's home; and

WHEREAS, At a young age, Otis began his singing career with the Cobb Quartet who was directed by his father, Clarence, Sr.. Otis began his professional music career in the early 1960s. He was responsible for such hits as "Love Uprising" and "I Love You". Otis was responsible for discovering new talent, producing, managing and songwriting for various record companies; and

WHEREAS, In the early 1980s Otis began his career in law enforcement. He joined the Maywood Police Department and was the recipient of many awards and citations, in addition he was recognized with honors for his dedicated service on many boards and committees; and

WHEREAS, Symbolic of the strength and solidity of family life, Otis was joined in Holy Matrimony with the former Minnie Woodgett and to this blessed union two children were born, Derick and Mysti; and

WHEREAS, During his lifetime, Otis Leavill Cobb had several career changes, but he always returned to his first love, music. In the year of 2000 Otis and Karry Young collaborated to form OK Records; and

WHEREAS, The vacancy left by Otis Leavill Cobb within the lives of his family and friends will be filled with the warm memory of his devotion to their well being and the love he illuminated in their hearts. His strong guidance, gentle kindness and endless generosity will service as an inspiration and comfort to all who knew and loved him; and

WHEREAS, Otis Leavill Cobb leaves to celebrate his accomplishments and cherish his memory his loving and devoted wife, Minnie; two children, Derick and Mysti; grandchild, Tionda Cobb; brothers, Kenneth (Laura), Maurice (Earsean) and Billie; sister, Evelyn Williams (Sammie); daughter-in-law, Deborah; and a host of nieces, nephews, other relatives and friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of this august body of the City of Chicago, gathered here this thirty-first day of July, 2002, do hereby extend our deepest condolences to the family of Otis Leavill Cobb and offer our best wishes that their sorrow will soon be replaced with the warmth of his treasured memory; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Otis Leavill Cobb.

---

*Presented By*

**ALDERMAN CAROTHERS (29<sup>th</sup> Ward):**

*TRIBUTE TO LATE MR. MARTISE ANDRES BEARD.*

WHEREAS, God in His infinite wisdom and judgment has called His faithful

servant and loving child, Martise Andres Beard to his eternal reward, June 29, 2002 at the young age of twenty-one years; and

WHEREAS, This august body has been informed of his transition by the esteemed Alderman of the great 29<sup>th</sup> Ward, Alderman Isaac Carothers; and

WHEREAS, Martise Andres Beard was born March 11, 1981 to Betty J. Beard and Vanderbilt Mathews, his proud parents; and

WHEREAS, Martise Andres Beard graduated with honors from Michele Clark Middle School and furthered his education at Austin High School; and

WHEREAS, A native Chicagoan, Martise was a young man who enjoyed his short span of life with a smile on his face and happiness in his heart. Martise was predeceased by his paternal grandmother, and he leaves to cherish his memory many friends, neighbors and family members especially his parents, Betty and Vanderbilt; brother and sister, Mezell and Tisha; half-brothers and sisters, Van, Kerry, Bobby, Dwayne, Ann, Cassandra and Shnell; grandmother and grandfather, Levira and Zittie Beard; three uncles, Zettie, Clyde and Harold; one aunt, Joyce; two sisters-in-laws; one brother-in-law; and a host of other relatives; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby extend our heartfelt sympathy to the family and friends of Martise Andres Beard and express our hope that the memory of this young adult replaces the sadness felt by the Beard family; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Betty J. Beard and Vanderbilt Matthews.

---

TRIBUTE TO LATE MR. SAM T. JOHNSON.

WHEREAS, God in His infinite wisdom and judgement has called to his eternal reward, Sam T. Johnson, beloved citizen and friend, June 30, 2002, at the age of seventy-eight years; and

WHEREAS, The Chicago City Council has been informed of Sam's passing by The Honorable Isaac S. Carothers, Alderman of the 29<sup>th</sup> Ward; and

WHEREAS, Sam T. Johnson lived a long and productive life. He was born September 23, 1923 to the union of Mattie and Lee Andrew Johnson. He was the third child of four children who blessed the Johnson household. Sam was preceded in death by his parents and two siblings, Christine Buckingham and Bill Johnson; and

WHEREAS, Sam T. Johnson served his country proudly in the military during World War II. He moved to Chicago in 1947 and enjoyed working around his home. He had a passion for the Blues and would listen to the music as often as possible. Sam met and married the former Virginia McFadden in 1978 and as the family grew so did Sam's love and affection. He was a devoted husband, loving father and grandfather who enjoyed family life; and

WHEREAS, Sam T. Johnson was a vital and active member in his grateful community and will be sorely missed. He leaves to celebrate his life and cherish his memory his loving wife, Virginia Johnson; son, Samuel K. Johnson (Karensa); daughters, Karen, Sheila, Mattie (Thomas), Rosina and Cynthia; brother, Joe L. Johnson (Queen); fifteen grandchildren; sixteen great-grandchildren; one granddaughter, Marla Jones, preceded him in death; one aunt; one uncle; two sisters-in-law; four brothers-in-law; 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 thirty-first day of July, 2002 A.D., do hereby express our sorrow on the passing of Sam T. Johnson 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 Sam T. Johnson.

---

TRIBUTE TO LATE MRS. KINNIE WATSON.

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward Kinnie Watson, most beloved citizen and friend, June 25, 2002; and

WHEREAS, The Chicago City Council has been notified of her transition by The Honorable Isaac S. Carothers, Alderman of the 29<sup>th</sup> Ward; and

WHEREAS, Clarence, Sr. and Florence Stubbs were blessed with the birth of their daughter, Kinnie, October 2, 1921 in Millington, Tennessee. Kinnie was the first bundle of joy in the Stubbs family. She and five siblings brought joy and laughter into the lives of her parents and other family members in their community; and

WHEREAS, Kinnie confessed her faith and hope in the Lord at an early age as a member of the Williams Chapel A.M.E. Church. Kinnie moved to our great city and met the acquaintance of Robert Watson. They were united in Holy Matrimony and were blessed with four children; and

WHEREAS, "Family" was Kinnie's most enduring legacy. She was a strong minded women who instilled in her children the importance of an education and faith in God our Father; a perfect balance of life; and

WHEREAS, Kinnie, a devout Christian, participated joyously in her congregation until her health failed. Even after becoming ill, Kinnie kept a good sense of humor that helped her during the roughest days. She was an outstanding friend and neighbor who will be deeply missed. She was preceded in death by her parents; one son, James Otis Stubbs; and two sisters, Zenia Mae Pettis and Evelyn Grant; and

WHEREAS, Kinnie Watson will be deeply missed by all and especially by those who shared her warmth and compassion. The memory of her character will sustain her family and friends through this difficult time; and

WHEREAS, Kinnie Watson leaves to celebrate her accomplishments and cherish her memory, two brothers, Alfred Stubbs (Margaret) and Clarence Stubbs (Ethel); one sister, Ruthell Frazier (Eugene); five children, Robert L. Stubbs (Barbara), Terry (Vanessa), Melvin, Florence and Darnell, Sr.; six step children, Corine Jeter (Carl), Robert Watson, Jr., Lois Ballentine (Archie), Sara Bush (Henry), Mary Watson and James Watson; thirty-three grandchildren; forty-six great grandchildren; two great great grandchildren; 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 thirty-first day of July 2002 A.D., do hereby offer our deepest condolences to her loved ones on their loss and offer our best wishes that their wounded hearts will quickly heal; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Kinnie Watson.

---

*TRIBUTE TO LATE MRS. BRENDA WILSON.*

WHEREAS, God in His infinite wisdom and judgment has called his faithful servant, Brenda (Kines) Wilson to her eternal reward, Monday, July 15, 2002; and

WHEREAS, The Chicago City Council has been notified of her transition by The Honorable Isaac Carothers, Alderman of the 29<sup>th</sup> Ward; and

WHEREAS, Eaphon and Rosie Kines became proud parents of their precious daughter on August 5, 1956. Her family members and friends affectionately called Brenda "Bren". She and her siblings brought joy and laughter into the Kines household; and

WHEREAS, Bren's life was filled with happiness, her motto was "live your life to its fullest" and Bren certainly did. She enjoyed family gatherings, traveling and life itself. Bren brought happiness into the room as she made her entrance, she was a loving and caring person; and

WHEREAS, In May of 1974, Bren met and married the man of her dreams, Cutis (Wahili) Wilson. Together they shared a life of wedded bliss and to this wonderful marriage two sons were born; and

WHEREAS, Brenda Wilson's most enduring legacy was her family. She leaves the memory of her devotion to their well being and the love she illuminated in their hearts to replace their grief. Her strong guidance, gentle kindness and endless generosity will serve as an inspiration and comfort to all who knew and loved her, especially her loving husband, Wahili; sons, Kurton and Eaphon; her father, Eaphon Kines; sisters, Annaye Johnson (Cozine), Lardell Kines and Linda Kines; brothers, Wardell Kines (Patricia) and Kimmie Kinds; four loving grandchildren, Jeffery, Kurton, Jr., Christ and Summer; god-children, nieces and nephews and a host of other relatives and friends. Brenda was predeceased by her mother, Rosie; sister, Mildred and grandson, Kurtis; now, therefore,



*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby express our sorrow on the passing of Brenda (Kines) Wilson 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 Mr. Cutis Wilson and family.

---

*Presented By*

**ALDERMAN AUSTIN (34<sup>th</sup> Ward):**

*TRIBUTE TO LATE MR. CHARLES M. LEWIS, JR.*

WHEREAS, Almighty God, our Lord and Savior sent his heavenly angels down to bring his precious child, Charles M. Lewis, Jr. home; and

WHEREAS, This honorable body has been informed of his passing by the esteemed Alderman of the 34<sup>th</sup> Ward, Carrie M. Austin; and

WHEREAS, Charles M. Lewis, Jr., born on July 1, 1999 made his transition on June 1, 2002 at the young age of two years and eleven months old. He was affectionately known as "Charlie" and was the product of a loving, nurturing family and he himself exuded love. Charlie brought happiness and laughter into the Lewis family and even at this young age, he knew how to bring a smile to your face. Charlie's usage of his favorite words, "No, Mine" or "I'm telling my mommy" were proof of his young, strong determination and character. Charlie was an active child who enjoyed watching Big Baby on TV, playing with his water guns, shooting hoops or telling you that he was going to be a "working man" like his daddy; and

WHEREAS, Charlie spread much joy throughout his comparatively short life and leaves to celebrate his example many who loved him deeply especially his parents, Charles M. Lewis, Sr. and Sharon Duke-Lewis; brothers, Alex Duke and Shaun Lewis; sister, Lois Lewis; great-grandmother, Louise Church; great grand aunts,

Alpharetta McKenzie and Mary Jane Barbour; grandmother, Vivian Joyce Church; great aunt, Jeanne Norris; aunts, Evelyn Pepper, Claudette Irvin, Carol Woods, Andrea McNulty, Lois Sanders, Gayle Lewis, Theresa Church, and Jean Bell; uncles, Robert Lewis, Keith Lewis, Allen Church, and Steven Lewis (deceased); godfathers, Sylvester Washington, James (Jamie) Norris, and Reverend Elmer Spraggins; godmothers, Carrie Austin, Janice Donald, and Charlzette Trunbow; a host of other relatives, friends, his Maple Park Church family, his extended 39<sup>th</sup> Street friends, Department of Streets and Sanitation, Cook County Department of Corrections, his Las Vegas, Nevada and Nashville, Tennessee families; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby express our sorrow on the passing of Charles M. Lewis, Jr. (Charlie) and extend to his family our sincere wishes that the loving memories of him heal the sadness within their heart; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Charles Lewis, Sr.

---

*Presented By*

**ALDERMAN BANKS (36<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO MS. ERICA LYNNE TROCCHIO  
ON BEING NAMED "MISS ITALIA USA 2002".**

WHEREAS, On July 13, an outstanding young Chicagoan named Erica Lynne Trocchio was awarded the "Miss Italia USA 2002" title from among twenty beautiful finalists; and

WHEREAS, Erica Lynne Trocchio thus enters international competition in Salsomaggiore Terme, Italy, where she will represent our great nation and vie with the world's best for the title, "Miss Italia nel Mondo"; and

WHEREAS, Over forty countries will be represented in this great international pageant which takes place August 30, 2002; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby express our heartiest congratulations to Erica Lynne Trocchio, "Miss Italia USA 2002"; we extend to this lovely Chicagoan our very best wishes for her success in the "Miss Italia nel Mondo" pageant to be held August 30, 2002; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Erica Lynne Trocchio.

---

*Presented By*

**ALDERMAN ALLEN (38<sup>th</sup> Ward):**

**TRIBUTE TO LATE MRS. MILDRED BLADZIK.**

WHEREAS, Mildred Bladzick 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 Joseph; loving mother of Julia Jozwiak and Charlene (Dan) Kondas; fond grandmother of Denise, Jennifer, Amy, Brian and Karen; great-grandmother of Madison, Erin and Kayla; dear sister of Mary Dovichi, Frances Kurylo, Leo Woityna and the late Stella Gaspero; fond aunt of many nieces and nephews, Mildred Bladzick leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002, do hereby express our sorrow on the death of Mildred Bladzick 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 Mildred Bladzick.

*TRIBUTE TO LATE MRS. NAOMIE S. CARLSON.*

WHEREAS, Naomie Carlson 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 Arvid, loving sister of the late Eloise S. Lundberg, Naomie S. Carlson 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Naomie S. Carlson 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 Naomie S. Carlson.

---

*TRIBUTE TO LATE MRS. MARIE CODY.*

WHEREAS, Marie Cody 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 dearly beloved wife of the late Michael; cherished mother of Shelia; devoted daughter of the late Dick and Ellen "Nellie" O'Donnell; dear sister of Ellen Woodbury (the late Walter), Richard, Charles and Frances (Dolores) O'Donnell, Marie Cody 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Marie Cody 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 Marie Cody.

*TRIBUTE TO LATE MRS. FRANCES J. HAUBER.*

WHEREAS, Frances J. Hauber 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 Frank A. Hauber; loving mother of Joan A. Leone, Nancy M. (Terry) Altman, Frank S. (Sharlene) and Steve R. (Patti) Hauber; fond grandmother of Chris, David, Tim and Robert Kirstein, Brian Sessler, Shannon Grace, Frank, Mimi, Steven, Craig and Melissa Hauber; great-grandmother of eleven; dear sister of John and Sam Costa; fond aunt of many; and close friend to David Kirstein, Frances J. Hauber 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Frances J. Hauber 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 Frances J. Hauber.

---

*TRIBUTE TO LATE MR. RAYMOND JANKOWSKI.*

WHEREAS, Raymond Jankowski 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 fifty-four years of Anna; loving brother of Bea (Jim) Mixon, John (Laverne), Dennis (Jean), Patricia (Sam) Hendrick, Janet (Mike) Jablonski and the late Eleanor, Joseph, Helen, Howard, Valerie and Barbara; dear brother-in-law of Ruth Johnson, Ellen, Bywell, Ingrid (Art) Wiebe and the late Edith, Gustav and Leonard; and fond uncle of many nieces and nephews, Raymond Jankowski 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Raymond Jankowski 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 Raymond Jankowski.

---

*TRIBUTE TO LATE MR. VICTOR M. JUREK.*

WHEREAS, Victor M. Jurek 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 Mary; loving father of Jeri-Lynn (William) Schneider; devoted grandfather of Robin, Cassidy and the late Christopher; fond brother of Frank (Rita), Ronald (Joyce) and the late Lorraine (the late Walter) Swakon and Marcia Krause; brother-in-law of Frank (Lorraine) and the late Joseph (Frances) Migala; loving uncle and friend of many, Victor M. Jurek 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of Victor M. Jurek 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 Victor M. Jurek.

---

*TRIBUTE TO LATE MR. JAMES P. KING.*

WHEREAS, James P. King 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 Margaret J.; loving father of Michael, Susan (Mike) Huber, Steven (Myung Joo), Joseph and Timothy (Darlene); fond grandfather of Jessica, Sean, Michelle and Christopher; dear brother of Margaret M., Thomas J. (Bernice) and the late Mary A. King, Catherine J. King and Agnes M. King, James P. King 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 thirty-first day of July, 2002, do hereby express our sorrow on the death of James P. King 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 James P. King.

---

TRIBUTE TO LATE MRS. PHILOMENA MANNO.

WHEREAS, Philomena Manno 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 Anthony R.; loving mother of Ronald (Patricia) and Anthony (Diane); dearest grandmother of Nicole (Anthony) Lis, Dionne, Cory, Melissa, Juliet, Mario and Kyle; dear sister of Ameriga Cesaroni; dear sister-in-law of Rose Marici and Barbara Cesaroni; fond friend of Al Witschy, Philomena Manno leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, gathered here this thirty-first day of July, 2002, do hereby express our sorrow on the death of Philomena Manno 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 Philomena Manno.

*TRIBUTE TO LATE MR. ALEX PAVIN.*

WHEREAS, Alex Pavin 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 devoted husband of the late Inez; loving father of Alex (Joan), Michael and Patricia Minini; proud grandfather of Angela Minini; brother of Ester Mazzolin, Theresa, Vera (Frank) Andrich and the late William (Mary) and the late Henry (Roberta), Alex Pavin leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, gathered here this thirty-first day of July, 2002, do hereby express our sorrow on the death of Alex Pavin 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 Alex Pavin.

---

*TRIBUTE TO LATE MR. GEORGE H. RADCLIFFE.*

WHEREAS, George H. Radcliffe 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 Rita M.; loving father of Kathleen, William (Patricia), Maureen (Mark) Geraci, Eileen (James) Bowen and Christine Andersen; dear grandpa of Mark, Peter and Jeanine Geraci, Kevin Radcliffe, Carleen Andersen and Michael Radcliffe; and fond brother of Ralph and Albert, George H. Radcliffe leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, gathered here this thirty-first day of July, 2002, do hereby express our sorrow on the death of George H. Radcliffe 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 George H. Radcliffe.



*TRIBUTE TO LATE MR. DOMINICK J. VELO.*

WHEREAS, Dominick J. Velo 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 and best friend for sixty-two years to Jeanne; father of Monsignor Kenneth, Robert G. (Gail) and the late Barbara (the late Richard) Fordon; grandfather of Richard (Julie) Fordon, Brian (Kristen) Fordon, Barbara (the late Joseph) Vega, John (Megan) Fordon, Mark (Lori) Fordon, Dan (Julie) Fordon, Robert and Brian Velo; great-grandfather of Amanda, Richard, Ellen and Brian Fordon, Michael, Joseph and Barbara Jean Vega, Jack, Mark, Chelsea and Christie Fordon; and brother of Anita Liberacki, the late Justine Whalen, Frank and John Velo, Dominick J. Velo leaves a legacy of faith, dignity, compassion and live; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, gathered here this thirty-first day of July, 2002, do hereby express our sorrow on the death of Dominick J. Velo 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 Dominick J. Velo.

—

*TRIBUTE TO LATE MR. NICKOLAS ZENEZ.*

WHEREAS, Nickolas Zenez 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 Vasso; loving father of Evangelos (Claudia), Antonios, Demetrios and the late Evangeline, Nickolas Zenez leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, gathered here this thirty-first day of July, 2002, do hereby express our sorrow on the death of Nickolas Zenez 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 Nickolas Zenez.

---

*CONGRATULATIONS EXTENDED TO SISTER ANTOINETTE PALMISANO  
ON FIFTIETH ANNIVERSARY OF PROFESSION OF VOWS.*

WHEREAS, On August 22, 2002, Sister Antoinette Palmisano will joyfully celebrate her Fiftieth Jubilee of Profession of Vows; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Thomas R. Allen, Alderman of the 38<sup>th</sup> Ward; and

WHEREAS, Sister Antoinette Palmisano was born and raised in the City of Chicago and entered the congregation of the Daughters of Saint Mary of Providence in 1950; and

WHEREAS, In August of 1952 Sister Antoinette Palmisano professed her vows and was welcomed into the community of the Daughters of Saint Mary of Providence; and

WHEREAS, The leaders of this great City of Chicago wish to acknowledge the vast contributions made by Sister Antoinette Palmisano to our community and more specifically to the many people in its charge; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby congratulate Sister Antoinette Palmisano on her Fiftieth Jubilee and extend our most fervent wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Sister Antoinette Palmisano.

*CONGRATULATIONS EXTENDED TO SISTER ANN SCHAFER  
ON FIFTIETH ANNIVERSARY OF PROFESSION OF VOWS.*

WHEREAS, On August 22, 2002, Sister Ann Schaffer will joyfully celebrate her Fiftieth Jubilee of Profession of Vows; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Thomas R. Allen, Alderman of the 38<sup>th</sup> Ward; and

WHEREAS, Sister Ann Schaffer was born and raised in the City of Chicago and entered the congregation of the Daughters of Saint Mary of Providence in 1950; and

WHEREAS, In August of 1952 Sister Ann Schaffer professed her vows and was welcomed into the community of the Daughters of Saint Mary of Providence; and

WHEREAS, The leaders of this great City of Chicago wish to acknowledge the vast contributions made by Sister Ann Schaffer to our community and more specifically to the many people in its charge; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby congratulate Sister Ann Schaffer on her Fiftieth Jubilee and extend our most fervent wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Sister Ann Schaffer.

---

*Presented By*

**ALDERMAN LAURINO (39<sup>th</sup> Ward):**

*TRIBUTE TO LATE MRS. GLORIA MILENKOVICH.*

WHEREAS, God in His infinite wisdom has called to her eternal reward Gloria Milenkovich, citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Gloria Milenkovich was a vital and active member of her community. She leaves to mourn her loving husband, Mitchell; her daughter, Melinda; and a host of relatives and friends; and

WHEREAS, Gloria Milenkovich 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 thirty-first day of July, 2002 A.D., do hereby express our sorrow on the death of Gloria Milenkovich 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 Gloria Milenkovich.

---

*TRIBUTE TO LATE MRS. IRENE K. PREISS.*

WHEREAS, God in His infinite wisdom has called to her eternal reward Irene K. Preiss, citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Irene K. Preiss was a vital and active member of her community and she leaves to mourn her loving sisters, Olga, Lorraine and brother, John (Vickie) Kovacs; and a host of relatives and friends; and

WHEREAS, Irene K. Preiss 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 thirty-first day of July, 2002 A.D., do hereby express our sorrow on the death of Irene K. Preiss 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 Irene K. Preiss.

---

TRIBUTE TO LATE DR. THOMAS A. REARDON.

WHEREAS, God in His infinite wisdom has called to his eternal reward beloved Thomas A. Reardon, M.D., citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Thomas A. Reardon, M.D., was a vital and active member of his northwest side community and he leaves to mourn his beloved wife, Monica; his loving children, Erin (Jon), Colleen (Greg), Thomas and Liam (Danielle); and a host of other relatives and friends; and

WHEREAS, Thomas A. Reardon, M.D., will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby express our sorrow on the death of Thomas A. Reardon, M.D., and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Thomas A. Reardon, M.D.

---

TRIBUTE TO LATE MR. MICHAEL W. SCHADT.

WHEREAS, God in His infinite wisdom has called to his eternal reward Michael W. Schadt, citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Michael W. Schadt was a vital and active member of his community and he leaves to mourn his beloved wife, Margaret; his children, David (Christina), Daniel, Joseph and Elizabeth; and a host of other relatives and friends; and

WHEREAS, Michael W. Schadt will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby express our sorrow on the death of Michael W. Schadt 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 Michael W. Schadt.

---

*TRIBUTE TO LATE MRS. JOSEPHINE F. SMOLK.*

WHEREAS, God in His infinite wisdom has called to her eternal reward Josephine F. Smolk, citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Josephine F. Smolk was a vital and active member of her community and she leaves to mourn her nephews, John (Carol) and Paul; her niece, Jean White; and a host of relatives and friends; and

WHEREAS, Josephine F. Smolk 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 thirty-first day of July, 2002 A.D., do hereby express our sorrow on the death of Josephine F. Smolk 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 Josephine F. Smolk.

---

CONGRATULATIONS EXTENDED TO PARAMEDICS MARK AQUILAR  
AND COLETTE KUMIEGA FOR LIFE-SAVING RESCUE.

WHEREAS, Mark Aquilar and Colette Kumiega are honored for outstanding service to the Chicago Fire Department, Engine Number 89; and

WHEREAS, On June 11, 2002, through their swift response, exemplary skills and heartfelt compassion, they helped save the life of Doris Domain, earning the unending respect and gratitude of Mrs. Domain's family; and

WHEREAS, Mark Aquilar and Colette Kumiega's superlative conduct is in the highest tradition of the Chicago Fire Department and they have served as role models for other paramedics by consistently displaying outstanding leadership through action and example; and

WHEREAS, The quick thinking and extraordinary teamwork of Mark Aquilar and Colette Kumiega have earned them the respect and admiration of all Chicagoans; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 2002, do hereby commend Mark Aquilar and Colette Kumiega on their achievements; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mark Aquilar and Colette Kumiega.

---

CONGRATULATIONS EXTENDED TO MR. AND MRS. MARCELLO  
CAMPANINI ON BIRTH OF DAUGHTER, MIA GRACE.

WHEREAS, On March 28, 2002 a new citizen came into the world, Mia Grace Campanini, daughter of Mr. and Mrs. Marcello Campanini, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Mia Grace represents the future of Chicago and the endless possibilities for our great city; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby congratulate Mr. and Mrs. Marcello Campanini on their birth of their daughter, Mia Grace Campanini, on March 28, 2002 and extend to her fine family our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Marcello Campanini.

---

*MR. ANTONIO CORNIER HONORED  
FOR HEROIC ACTIONS.*

WHEREAS, Antonio Cornier is a fifteen year old resident of Chicago's northwest side; and

WHEREAS, On June 21, 2002, Antonio Cornier was alerted to a citizen in danger from a vicious attack from pit bulls; and

WHEREAS, Without regard to his own personal safety, Antonio Cornier assisted the resident, helping him escape from the attacking dogs; and

WHEREAS, A debt of gratitude is owed Antonio Cornier, whose diligence, unselfish actions and heroism possibly saved other people from further attacks; and

WHEREAS, Antonio Cornier represents the highest standards of youth in our great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002, do hereby congratulate Antonio Cornier for his quick response and express our deepest appreciation and gratitude for his heroic act; and



*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Antonio Cornier.

---

CONGRATULATIONS EXTENDED TO MR. AND MRS. EDGAR CRESPO  
ON BIRTH OF SON, EDGAR JOSEPH.

WHEREAS, On April 10, 2002, a new citizen came into the world, Edgar Joseph Crespo, son of Mr. and Mrs. Edgar Crespo, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Edgar Joseph represents the future of Chicago and the endless possibilities for our great city; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby congratulate Mr. and Mrs. Edgar Crespo on the birth of their son, Edgar Joseph Crespo, on April 10, 2002 and extend to this fine family our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Edgar Crespo.

---

CONGRATULATIONS EXTENDED TO MR. AND MRS. ROBERTO  
TOVAR CRESPO ON BIRTH OF DAUGHTER, DELILAH.

WHEREAS, On June 6, 2001 a new citizen came into the world, Delilah Crespo, daughter of Mr. and Mrs. Roberto Tovar Crespo, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Delilah Crespo represents the future of Chicago and the endless possibilities for our great city; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby congratulate Mr. and Mrs. Roberto Tovar Crespo on the birth of the daughter, Delilah Crespo on June 6, 2001 and extend to this fine family our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Roberto Tovar Crespo.

---

*POLICE OFFICER JAMES OWEN HONORED  
FOR HEROIC ACTIONS.*

WHEREAS, James Owen is a resident of Chicago's northwest side and a member of the Chicago Police Department; and

WHEREAS, On June 21, 2002, James Owen was alerted to citizens in danger from a vicious attack from pit bulls; and

WHEREAS, As an off-duty Chicago police officer, Mr. Owen, without regard to his own personal safety, shot the dogs, thereby helping his neighbors escape the attacking dogs and preventing them from further injury; and

WHEREAS, A debt of gratitude is owed James Owen, whose diligence, unselfish actions and heroism possibly saved other people from additional vicious attacks; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002, do hereby congratulate James Owen for his quick response and express our deepest appreciation and gratitude for his heroic act; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to James Owen.

*CONGRATULATIONS EXTENDED TO MR. AND MRS. MICHAEL  
PETERSON ON BIRTH OF SON, JOHN MICHAEL.*

WHEREAS, On October 19, 2001, a new citizen came into the world, John Michael Peterson, son of Mr. and Mrs. Michael Peterson, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, John Michael Peterson represents the future of Chicago and the endless possibilities for our great city; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby congratulate Mr. and Mrs. Michael Peterson on the birth of their son, John Michael Peterson on October 19, 2001 and extend to this fine family our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Michael Peterson.

---

*CONGRATULATIONS EXTENDED TO MR. AND MRS. DENIS SUGRUE  
ON BIRTH OF SON, MICHAEL DENIS.*

WHEREAS, On March 10, 2002, a new citizen came into the world, Michael Denis Sugrue, son of Mr. and Mrs. Denis Sugrue, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Michael Denis represents the future of Chicago and the endless possibilities for our great city; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002, do hereby congratulate Mr. and Mrs. Denis Sugrue on the birth of their son, Michael Denis Sugrue on March 10, 2002 and extend to this fine family our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Denis Sugrue.

---

*CONGRATULATIONS EXTENDED TO MR. STEVE TADELMAN  
ON RETIREMENT FROM PUBLIC SERVICE.*

WHEREAS, Steve Tadelman, one of the city's most dedicated and respected employees, is retiring after twenty-eight years of outstanding public service to the people of the City of Chicago; and

WHEREAS, Steve Tadelman began his distinguished career on December 29, 1974, joining the Chicago Department of Streets and Sanitation and working his way through the ranks retiring as 39<sup>th</sup> Ward Superintendent on June 30, 2002; and

WHEREAS, Steve Tadelman is a vital and visible participant in his grateful northwest side community. A lifelong Chicago citizen, Steve Tadelman has represented the highest standards of public service and has earned the respect of all Chicagoans; and

WHEREAS, Steve Tadelman retires to spend time with his wife, Marlem; son, Jeffrey; and countless friends; and

WHEREAS, Steve Tadelman proved himself to be a dedicated public servant and a very valued employee of the City of Chicago and his hard work and diligence will certainly be missed. He worked time and overtime to make Chicago's 39<sup>th</sup> Ward the great ward that it is; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002, do hereby express our

gratitude and heartiest congratulations to Steve Tadelman as he retires after twenty-eight years of outstanding public service and extend to him and his family our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Steve Tadelman.

---

CONGRATULATIONS EXTENDED TO MRS. LOUISE WALSH  
ON BIRTH OF DAUGHTER, KATHERINE ROSE.

WHEREAS, On April 18, 2002 a new citizen came into the world, Katherine Rose Walsh, daughter of Mrs. Louise Walsh, outstanding resident of Chicago's great northwest side community; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Katherine Rose represents the future of Chicago and the endless possibilities for our great city; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby congratulate Mrs. Louise Walsh on the birth of her daughter, Katherine Rose Walsh, on April 18, 2002 and extend to this fine family our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mrs. Louise Walsh.

---

CONGRATULATIONS EXTENDED TO MR. AND MRS. JAMES WEBB  
ON BIRTH OF SON, DYLAN JOHN.

WHEREAS, On September 7, 2001, a new citizen came into the world, Dylan John

Webb, son of Mr. and Mrs. James Webb, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Dylan John represents the future of Chicago and the endless possibilities for our great city; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby congratulate Mr. and Mrs. James Webb on the birth of their son, Dylan John Webb, on September 7, 2001 and extend to this fine family our very best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. James Webb.

---

CONGRATULATIONS EXTENDED TO RUDOLPH AND EVELYN ZAAR  
ON FIFTIETH WEDDING ANNIVERSARY.

WHEREAS, Rudolph and Evelyn Zaar, outstanding citizens of Chicago's great northwest side, celebrate fifty years of wedded bliss together on August 2, 2002; and

WHEREAS, Both Rudolph and Evelyn Zaar are Chicago citizens and long-time residents of the Albany Park neighborhood; and

WHEREAS, Rudolph and Evelyn Zaar will celebrate this happy event with a buffet reception with their daughter, Caryl Elizabeth, and a host of 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 thirty-first day of July, 2002, do hereby offer our heartiest congratulations to Rudolph and Evelyn Zaar on their fiftieth wedding anniversary on August 2, 2002 and extend to this outstanding couple our best wishes for continuing happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Rudolph and Evelyn Zaar.

*Presented By*

***ALDERMAN O'CONNOR (40<sup>th</sup> Ward):***

***CONGRATULATIONS EXTENDED TO MISS EDNA MESSERSCHMIDT ON  
SIXTIETH ANNIVERSARY OF SERVICE TO SAINT PHILIP  
LUTHERAN CHURCH AND SCHOOL.***

WHEREAS, On September 29, 2002, the Lutheran Church of Saint Philip, 2500 West Bryn Mawr Avenue, will be celebrating the sixtieth anniversary of Miss Edna Messerschmidt's service to their church and school; and

WHEREAS, Edna Emilie Marie Messerschmidt was born in Kenman, Wisconsin, on March 1, 1921, the eldest daughter of Reverend Otto L. Messerschmidt and his wife, Christine; and

WHEREAS, After graduation from Westfield High School, Westfield, Wisconsin, she attended Concordia Teachers College, River Forest, Illinois, continued her graduate work in Guidance and Counseling and was awarded her Master of Arts degree from Northwestern University; and

WHEREAS, She began her career at Saint Philip as a full-time primary grade teacher and at various times has also served as Sunday School Superintendent, acting principal of the elementary school, youth counselor, member of the choir, chapel organist, bible class teacher, librarian and advisor to several service organizations; and

WHEREAS, Miss Edna currently serves Saint Philip as the executive assistant to the pastor where she is responsible for the day-to-day administrative programs of the parish; and

WHEREAS, Despite many challenging calls from such diverse areas as Honolulu, Hawaii, where she was asked to open a parish school and Concordia College, Austin, Texas where she was offered the position of Dean of Women, Edna Messerschmidt chose to serve her entire career at the Lutheran Church of Saint Philip here in Chicago, and

WHEREAS, The members of Saint Philip, her surrounding community and the church at large have been blessed by her sixty years of dedication and devotion; now, therefore,

*Be It Resolved*, That we, the Mayor of the great City of Chicago and the members of the City Council, meeting this thirty-first day of July, 2002, take due notice of the sixtieth anniversary of Miss Edna Messerschmidt's service to her church and community as we honor her dedication and devotion for past service and wish her well in all future endeavors.

---

*Presented By*

**ALDERMAN NATARUS (42<sup>nd</sup> Ward):**

**TRIBUTE TO LATE MR. LESTER J. ANIXTER.**

WHEREAS, Lester J. Anixter was a resident of Chicago for his full and philanthropic eighty years; and

WHEREAS, Lester J. Anixter was chairman of the Board of Englewood Electrical Supply Co. of Chicago, later called EESCO Corporation, founded by his father and uncle in 1919; and

WHEREAS, Lester J. Anixter was a prolific philanthropist, donating generously to the Jewish Federation of Chicago, Children's Memorial Hospital and Rush Presbyterian Hospital; and

WHEREAS, Lester J. Anixter and his late wife, Rosalie became involved in an organization championing the rights of people with disabilities to live and work in the community in 1982, underwrote renovations on the organization's property at 2032 North Clybourn Avenue in 1987 and continued support at such a high level that the agency renamed itself the Lester J. and Rosalie Anixter Center in 1993; and

WHEREAS, Lester J. Anixter was a member of Temple Kol Ami, the Standard Club of Chicago, Lake Shore Country Club and Burnam Woods Gold Club in Montecito, California; and

WHEREAS, Lester J. Anixter was a world traveler, art collector, golf player and wine connoisseur; and

WHEREAS, Lester J. Anixter was the loving and caring husband to his wife, Muriel; gracious father to stepchildren Caryl Noble, Marcy Brown and Michael



Kirchheimer; brother to Edward F. Anixter; and humble grandfather to six grandchildren; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this thirty-first day of July, 2002, do hereby honor and remember Lester J. Anixter; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Lester J. Anixter.

---

*TRIBUTE TO LATE MS. SHANNON DELL.*

WHEREAS, Shannon Dell was born Karen Grace Jones in Cincinnati Ohio; and

WHEREAS, Shannon Dell, during her twenty year career in radio, held the positions of public affairs director, radio news reporter and anchor, music director and network radio engineer; and

WHEREAS, Shannon Dell, after attending American University in Washington, D.C., built an impressive broadcasting career in Washington, D.C., Cincinnati, New Orleans, Los Angeles, San Francisco, Memphis and Dallas before settling in Chicago; and

WHEREAS, Shannon Dell rose to the rank of number one radio personality in her midday slot with seventy thousand listeners while at WGCI-FM; and

WHEREAS, Shannon Dell received many honors and awards including the Kizzy Award in 1994, vice president of the National Black Programmers Coalition and recipient of its FM Air Personality of the Year Award; and

WHEREAS, Shannon Dell fought for equality of women in the workplace, was one of the organizers of the Million Women March, and donated her time to the Geneva Scott Organization for the Homeless and the Kupon Network dedicated to bringing AIDS awareness within the Black community; and

WHEREAS, Shannon Dell was a caring and devoted daughter, sister, aunt, niece and cousin to many loving family members; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this thirty-first day of July, 2002, do hereby honor and remember Shannon Dell; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Shannon Dell.

---

*TRIBUTE TO LATE MR. FRED KRAMER.*

WHEREAS, Fred Kramer's deep commitment to racial justice and open and affordable housing and his exemplary civic and business leadership was marked by career and philanthropic excellence in his century-long life; and

WHEREAS, Fred Kramer joined the Metropolitan Planning Council Board of Directors in 1937, stepping in as the board chairman from 1937 to 1941 and again from 1943 to 1956; making him M.P.C.'s longest-serving, most productive and influential board member; and

WHEREAS, Fred Kramer was the force behind M.P.C.'s numerous accomplishments, including creating the Chicago Housing Authority, working to eradicate slums shifting the City of Chicago's emphasis from demolition to code enforcement, developing Prairie Shores, Lake Meadows and Dearborn Park, reclaiming slums by private enterprise after public clearance efforts, supporting the Urban Community Conservation Act, passing a housing code in 1956; and

WHEREAS, Fred Kramer's 1954 high school textbook, *Tomorrow's Chicago*, brought the concept of urban planning to Chicago's public schools; and

WHEREAS, Fred Kramer was chairman of Draper and Kramer, also a venerable, century-old Chicago real estate institution, for fifty-one years; and

WHEREAS, Fred Kramer was named honorary life governor in 1984 as part of the M.P.C.'s fiftieth anniversary celebration, and

WHEREAS, Fred Kramer, who passed away on July 16, was a loving husband, father, stepfather, brother and grandfather; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this thirty-first day of July, 2002, do hereby honor and remember Fred Kramer; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Fred Kramer.

---

*CONGRATULATIONS EXTENDED TO MR. AND MRS. ARIEL  
ENGELHART ON BIRTH OF SON, CHARLES JOSHUA.*

WHEREAS, Charles Joshua Engelhart was born on June 18, 2002 at Evanston Hospital in Evanston, Illinois; and

WHEREAS, Charles Joshua Engelhart's father, Ariel Engelhart, is a technology and strategy consultant for Tigris Consulting, Inc. and graduated from the University of Illinois at Chicago with a bachelor's degree in information and decision sciences with high distinction and college honors; and

WHEREAS, Charles Joshua Engelhart's mother, Neeli Axler Engelhart, is a physician assistant who graduated from the University of Illinois at Chicago with a bachelor's degree in psychology with Phi Beta Kappa honors; and received a master's degree in medical science from Midwestern University; and

WHEREAS, Charles Joshua Engelhart is a member of Congregation KINS in the Chicago community of West Rogers Park; and

WHEREAS, Charles Joshua Engelhart's parents are contributors to the Jewish United Fund, the Greater Chicago Maot Chitim Committee, Isreal Cancer Research Fund, in addition to Neeli Engelhart's participation in the Hadassah Leadership Program; and

WHEREAS, Charles Joshua Engelhart is blessed with grandparents including Barry Axler and Morene Dunn Axler, Shoshana Axler, and Larry and Marlene Engelhart; and

WHEREAS, Charles Joshua Engelhart is further blessed with six great grandparents including Soltan and Freida Neuman, Miriam Engelhart, Jeanette Nelson and Samuel and Beatrice Axler; now, therefore,

*Be It Resolved*, The we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this thirty-first day of July, 2002, do hereby wish Charles Joshua Engelhart a lifetime of happiness, good health, success and philanthropy in the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the parents of Charles Joshua Engelhart.

---

*CONGRATULATIONS EXTENDED TO MR. F. DAVID RADLER, HONOREE  
OF THE WEIZMANN INSTITUTE OF SCIENCE'S ANNUAL DINNER.*

WHEREAS, The Weizmann Institute of Science of Rehovot, Israel is one of the world's greatest centers of scientific research; and

WHEREAS, The Weizmann Institute of Science supports two thousand five hundred scientists, engineers, students and staff, conducting eight hundred separate projects in a wide range of disciplines; and

WHEREAS, The Weizmann Institute of Science's research in cancer, autoimmune diseases, non-compatible bone marrow transplant, aging, computer sciences, submicron, semiconductor technologies, solar energy and plant genetics are internationally recognized; and

WHEREAS, The Weizmann Institute of Science's first building was dedicated in 1934 by distinguished chemist and Zionist Dr. Chaim Weizmann to be a world-class center of science research and education, to enhance Israel's local economy and to contribute to world-wide scientific knowledge; and

WHEREAS, The Weizmann Institute of Science will host its annual dinner on Sunday, October 6, 2002, at the Chicago Hilton and Towers; and

WHEREAS, The Weizmann Institute of Science's annual dinner will honor F. David Radler, Deputy Chairman, Chief Operating Officer, President and Director of Hollinger International, Inc.; Publisher, *Chicago Sun-Times* and Chairman of the Board, the *International Jerusalem Post*; and

WHEREAS, The Weizmann Institute of Science's annual dinner will feature guest speaker Donald Trump, chairman and president, the Trump Organization; and

WHEREAS, The Weizmann Institute of Science's annual dinner chairman, The Honorable William M. Daley, President, SRC Communications, former United States Secretary of Commerce; and the honorary chairman is The Honorable Richard M. Daley, Mayor of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this thirty-first day of July, 2002, do hereby honor and congratulate The Weizmann Institute of Science on its annual dinner and honoree, F. David Radler; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to William Z. Novick of The Weizmann Institute of Science.

---

CONGRATULATIONS EXTENDED TO CHICAGO MAGAZINE ON  
PUBLICATION OF "THE BEST OF CHICAGO" 2002 ISSUE.

WHEREAS, *Chicago Magazine's* "The Best of Chicago" 2002 issue celebrates our city's outstanding restauranteurs, entertainers and reporters; and

WHEREAS, The *Chicago Magazine's* "Best of Chicago" 2002 issue features ninety different categories selected by the magazine; and

WHEREAS, The *Chicago Magazine's* "Best of Chicago" 2002 issue will be celebrated for the first time at a gala party at Le Meridien Hotel at 521 North Rush Street on Thursday, July 18, 2002, from 6:00 P.M. to 9:00 P.M.; and

WHEREAS, The *Chicago Magazine's* "Best of Chicago" 2002 issue party will salute Chicago neighborhoods including Little Italy, Chinatown, a "Margarita Ville" Mexican station, a patriotic "Red, White and Blues" bar, a sea station and an Irish station accompanied by entertainment unique to each area; and

WHEREAS, The *Chicago Magazine* began publishing in March, 1952 as a program guide for WFMT Radio called "WFMT Program" and has grown to a full-size magazine with a circulation of one hundred eighty-four thousand five hundred; and

WHEREAS, The *Chicago Magazine* covers news and features including business, media, theater and movies, restaurants and nightlife activities, personalities, politics, trends, culture and lifestyle issues unique to Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this thirty-first day of July, 2002, praise *Chicago Magazine* and its "Best of Chicago" 2002 issue; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to *Chicago Magazine* Editor Richard Babcock.

---

CONGRATULATIONS EXTENDED TO COLUMBIA COLLEGE CHICAGO  
ON CREATION OF IRV KUPCINET SCHOLARSHIP FUND.

WHEREAS, Columbia College Chicago's Board of Trustees and Scholarship Fund co-chairmen will establish a special scholarship fund named in honor of Irv Kupcinet; and

WHEREAS, The Irv Kupcinet Scholarship Fund will benefit students enrolled in Columbia College Chicago's journalism, radio and television programs; and

WHEREAS, Irv Kupcinet has earned the friendship and respect of the most famous entertainers, politicians, sports stars, entrepreneurs and philanthropists during his many years as a *Chicago Daily Times* and *Chicago Sun-Times* columnist, WGN radio broadcaster and television interview show host; and

WHEREAS, Irv Kupcinet has served as honorary chairman of the Columbia College Communications Student Scholarship Fund-Raising Program for twenty-seven years and received Columbia College Chicago's only honorary doctorate degree in 1996; and

WHEREAS, Irv Kupcinet celebrates his ninetieth birthday today, Wednesday, July 31, 2002; and

WHEREAS, Columbia College Chicago will host a fund-raising luncheon in Irv Kupcinet's honor at the Palmer House Hilton's Empire Room featuring video presentations by a celebrity cast including Tony Bennett, Mike Wallace and Barbara Walters for the Irv Kupcinet Scholarship Fund with a goal of raising Five Hundred Thousand Dollars and awarding the first student scholarship in 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 thirty-first day of July, 2002, praise Columbia College Chicago and Irv Kupcinet; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Columbia College Chicago and Irv Kupcinet.

*CONGRATULATIONS EXTENDED TO ITALIAN VILLAGE RESTAURANTS  
AND CAPITANINI FAMILY ON SEVENTY-FIFTH ANNIVERSARY.*

WHEREAS, The City of Chicago's "oldest Italian Restaurant" the Italian Village Restaurant was opened in 1927 by Alfredo and Ada Capitanini introducing Chicago to delicious dishes: fettuccini alfredo, chicken vesuvio and chicken alfredo; and

WHEREAS, The Italian Village Restaurants have been owned and operated by the Capitanini family for seventy-five years and the last ten years have been its most popular; and

WHEREAS, The Italian Village Restaurants is now three Italian restaurants under one roof (The Village, 1927; La Cantina, 1955; Vivere, 1990) serving at least one thousand one hundred customers per day; and

WHEREAS, The Village, opened in 1927 by the late Alfredo Capitanini, is designed to look like a small Italian town where customers eat in cozy nooks with civic names like La Taverna, La Banca, La Posta and Casa Capitanini; the menu is comprised of Northern Italian dishes including pasta, veal, beef, seafood, pork, lamb, chicken, pizza, sandwiches and salads; and

WHEREAS, La Cantina, opened in 1955 by the late Alfredo Capitanini, is a semi-formal restaurant located in the lower level, patterned after a wine cellar with narrow aisles and tuck-away booths featuring saltwater aquariums that glow; Italian and American dishes make up this menu and seafood dishes are a specialty; and

WHEREAS, Vivere, opened in 1990 by Gina, Frank, Jr. and Al Capitanini, is a pure work of ingenious flare. The once known Florentine Room is now a showcase for contemporary regional Italian cuisine; under the direction of Chicago designer Jordan Mozer, the room was transformed with a Baroque-Daliesque sensibility, providing a backdrop for cutting edge menus produced by skilled chefs; and

WHEREAS, The Italian Village Restaurants and the Capitanini family will celebrate the past, present and future with the Annual Vintage Ferrari Exhibition on September 21, 2002 with a champagne brunch in Vivere, proceeds will benefit Children's Memorial Hospital; and

WHEREAS, The Italian Village Restaurants will further celebrate their seventy-fifth anniversary with an honorary street sign, "Italian Village Restaurants Way", located at West Monroe Street, between South Clark Street and South Dearborn Street; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this thirty-first day of July, 2002, do hereby congratulate the Italian Village Restaurants and Capitanini family on their seventy-fifth anniversary; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Capitanini family, proprietors of the Italian Village Restaurants.

---

*CONGRATULATIONS EXTENDED TO MARSHALL FIELD'S ON  
ONE HUNDRED FIFTIETH ANNIVERSARY.*

WHEREAS, Marshall Field's, designed by Chicago's leading architect of the time, Daniel Burnham, opened in 1852; and

WHEREAS, Marshall Field's magnificent features include fifty foot tall granite exterior columns that are second in height only to the ancient Egyptian Temple of Karnack; the two seven and three-quarters ton cast bronze "Great Clock"; the world's largest glass, completed in 1907; and the Christmas holiday season forty-five foot Great Tree in the Walnut Room; and

WHEREAS, Marshall Field's is the second largest department store in the world, encompassing more than two million square feet; and

WHEREAS, Marshall Field's during the past one hundred fifty years has served more than two billion guests; and

WHEREAS, Marshall Field's philanthropy is unsurpassed, with donations of hundreds of millions of dollars through its history of Chicagoland charitable, civic and community causes, including the establishment of the Field Museum of Natural History, the John G. Shedd Aquarium, the School of the Art Institute, the University of Chicago and restoration of Water Tower Park, to name a few; and

WHEREAS, Marshall Field's currently contributes five percent of its federally taxable income back to the community through its "Project Imagine" program; and

WHEREAS, Marshall Field's will mark its one hundred fiftieth anniversary with celebrations kicking off September 20, 2002 with the unveiling of "Marshall Field's Way" honorary street signs located on the northeast corner of State and Washington Streets, the southeast corner of State and Washington Streets, the northwest corner



of Washington Street and Wabash Avenue and the southwest corner of Washington Street and Wabash Avenue; and continuing with a series of events and special offerings through mid-October; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this thirty-first day of July, 2002, do hereby congratulate Marshall Field's; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Marshall Field's State Street Regional Director Ralph Hughes.

---

*Presented By*

***ALDERMAN DALEY (43<sup>rd</sup> Ward):***

***TRIBUTE TO LATE MR. FRANK STENGER.***

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Frank Stenger, beloved citizen and friend, May 15, 2002, at the age of eighty-seven years; and

WHEREAS, Frank Stenger moved to the Lincoln Park neighborhood with his family in the 1920s and attended Mulligan Elementary School and Walter (now Lincoln Park) High School before serving his country ably and honorably during World War II; and

WHEREAS, A community activist of great vision and spirit, Frank Stenger became a familiar figure at community meetings. A licensed electrician, he was active in the I.B.E.W. and was a charter member of several community organizations which gained in strength and influence over the years, partly due to his vigor and constructive response to neighborhood problems; and

WHEREAS, Frank Stenger was a beloved neighbor and will be sorely missed. He was still fervently promoting community issues at the time he succumbed to a heart attack. He leaves to celebrate his achievements his sister, several nieces and a host

of friends and neighbors in Chicago's great Lincoln Park neighborhood where he lived since 1923; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby express our sorrow on the death of Frank Stenger and extend to his family and legion of friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Frank Stenger.

---

*TRIBUTE TO LATE MRS. DENA JOHANNA VANDERMOLLEN.*

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward Dena Johanna Vandermolen, beloved citizen and friend, at the age of ninety-five years; and

WHEREAS, This august body has been informed of her death by the esteemed Alderman of the 43<sup>rd</sup> Ward, Vi Daley; and

WHEREAS, Dena Johanna Vandermolen was a vital and active member of her community and will be sorely missed. In a long and productive life, Dena Johanna Vandermolen reached out to touch many and typified the strength and solidity of family life; and

WHEREAS, Dena Johanna Vandermolen, dearly beloved wife of the late Albert "Duke"; loving mother of the late Albert (Ginger) and Deanna (Alan) Brody; devoted grandmother of eight; great-grandmother of eight; fond sister of Kelly (Marge) Bussema; and preceded in death by six brothers and sisters; and

WHEREAS, A cherished friend of many and a good neighbor to all, Dena Johanna Vandermolen will be greatly missed and fondly remembered by her family members; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby extend

our deepest condolences and most heartfelt sympathy to the family of Dena Johanna Vandermolen; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Dena Johanna Vandermolen.

---

*CONGRATULATIONS EXTENDED TO MRS. BETH MURPHY ON  
RETIREMENT AS COMMISSIONER OF LINCOLN PARK AND  
TREBES PARK GIRLS' SOFTBALL LEAGUES.*

WHEREAS, On Wednesday, July 31, 2002, her coaches, former and current players, friends and family are gathering to salute Beth Murphy, Commissioner of Lincoln Park Girls' Softball and Trebes Park Girls' Softball, on the occasion of her retirement; and

WHEREAS, Since 1986, Beth Murphy has organized, trained and coached Junior Varsity and Varsity teams in a Lincoln Park Girls' Softball League, some twenty teams made up of players from elementary schools throughout the area. Then, in 1993, Commissioner Murphy organized the Trebes Park Girls' Softball League, drawing teams from many schools in the community: public schools (LaSalle, Lincoln and Oscar Meyer), private schools (Latin, Parker, Morgan Park Academy, Anshe Emmet and City Day) and Catholic schools (Saint Clement, Sacred Heart, Saint Viator and Saint Margaret Mary); and

WHEREAS, A Lincoln Park neighbor for over twenty-five years, Beth Murphy brought to the community a renewed sense of enthusiasm and sports awareness, promoting the highest standards of sportsmanship. Many young ladies have benefited from her inspiration and guidance; and

WHEREAS, Beth Murphy continues her work with a legal organization. Having left these softball girls' teams with her outstanding example, she may now spend more time with her family: her husband, Bill, a criminal defense attorney, and their three daughters, all of whom are on the college track; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002, do hereby join in the

general tribute to Beth Murphy, who is retiring after fifteen years of organizing and inspiring girls' softball in Lincoln and Trebes Parks, and we wish her continuing happiness and success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Beth Murphy.

---

CONGRATULATIONS EXTENDED TO SCHOOL CHILDREN'S AID SOCIETY  
ON ONE HUNDRED FIFTEENTH ANNIVERSARY.

WHEREAS, On Thursday, September 5, 2002, its devoted members and many friends are gathering to salute the School Children's Aid Society (S.C.A.S.) on one hundred fifteen years of outstanding service to the Chicago Public Schools and their less fortunate students; and

WHEREAS, Founded in 1887 by Katherine Tuley and the Chicago Women's Club, the School Children's Aid Society (S.C.A.S.) has dedicated itself to providing shoes and articles of clothing to children unable to attend school or unable to fully participate in school activities because of inadequate clothing. The broad scope of the S.C.A.S. mission is to prevent truancy and especially to offset poverty, homelessness or devastating emergencies. It is said that S.C.A.S. provides new school shoes and clothing to more than three thousand students per year. The total number of elementary and high school students benefiting from S.C.A.S. generosity during the 2001 -- 2002 school year is over three thousand two hundred fifty; and

WHEREAS, The work of the School Children's Aid Society (S.C.A.S.) would not be possible without the generous donations from private and public sectors. Its goal of "Helping Chicago's Public School Students Get in School and Stay in School" becomes a probable reality every time it provides a Chicago child in need with shoes and clothing; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby express our gratitude and our congratulations to the School Children's Aid Society (S.C.A.S.) on its one hundred fifteenth anniversary. We applaud its outstanding work and extend our best wishes for its continuing success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the School Children's Aid Society (S.C.A.S.).

---

*Presented By*

**ALDERMAN HANSEN (44<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO MRS. SALLY MOLNER TUCKER  
ON ONE HUNDREDTH BIRTHDAY.**

WHEREAS, Sally Molner Tucker was born on July 7, 1902; and

WHEREAS, Sally Molner Tucker founded and was president of Sally Molner Interiors, a leading interior design company in the Chicago area; and

WHEREAS, Sally Molner Tucker was so skilled at her work that her own home was featured on the cover of *House Beautiful* magazine; and

WHEREAS, Sally Molner Tucker was also a contributing writer for *Better Homes and Gardens*; and

WHEREAS, Sally Molner Tucker demonstrated her love of her country by driving for both the United States Navy and the American Red Cross during World War II; and

WHEREAS, Sally Molner Tucker, despite her professional obligations, also devoted time to her wonderful family which now includes her son, Paul Molner; seven grandchildren; and ten great-grandchildren; and

WHEREAS, Sally Molner Tucker has long been a proud Chicagoan, residing in the city's Lake View community for more than twenty-five years; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this thirty-first day of July, 2002, recognize Sally Molner Tucker's contributions to the field of design and to her country, belatedly

congratulate her on the occasion of her one hundredth birthday and wish her and her family a pleasant journey into the second century of her life; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Sally Molner Tucker.

---

*Presented By*

**ALDERMAN LEVAR (45<sup>th</sup> Ward):**

CONGRATULATIONS EXTENDED TO MR. THOMAS D. MENDOZA  
ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Thomas D. Mendoza, outstanding young citizen of Chicago's great 45<sup>th</sup> Ward, has been awarded the highest honor in scouting, the rank of Eagle Scout; and

WHEREAS, The Chicago City Council has been informed of this great achievement by The Honorable Patrick Levar, Alderman of the 45<sup>th</sup> Ward; and

WHEREAS, A member of Boy Scout Venture Crew 9990, and chartered to Our Lady of Victory R.C.C., Thomas D. Mendoza, has applied his energies and his considerable talents to upholding the great standards and traditions of scouting; and

WHEREAS, Thomas D. Mendoza represents this great nation's highest standards of youth, in whom we all place so much hope and trust; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby offer our heartiest congratulations to Thomas D. Mendoza on having achieved the exalted rank of Eagle Scout and we extend to this fine young man our very best wishes for a bright and prosperous future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Thomas D. Mendoza.

*Presented By*

***ALDERMAN SCHULTER (47<sup>th</sup> Ward):***

***CONGRATULATIONS EXTENDED TO MR. CHRIS BRUNDIDGE ON  
FOURTH PLACE FINISH IN 5<sup>TH</sup> AND 6<sup>TH</sup> GRADE REGIONAL  
200 METER DASH COMPETITION.***

WHEREAS, At the 5<sup>th</sup> and 6<sup>th</sup> Grade Regional Track Meet Chris Brundidge, from Alexander Graham Bell School, placed fourth in the 200-meter dash; and

WHEREAS, Bell School had a strong showing in the regional competition where sixteen other schools also competed; and

WHEREAS, Alderman Gene Schulter was notified of this grand achievement; and

WHEREAS, Chris Brundidge is a role model to other athletes and is a team player; and

WHEREAS, We hope this accomplishment in track and field can lead into higher achievements for years to come; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby recognize Chris Brundidge for his accomplishments and his outstanding leadership; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Chris Brundidge.

—

***CONGRATULATIONS EXTENDED TO MR. JAMES GILL ON  
THIRD PLACE FINISH IN 5<sup>TH</sup> AND 6<sup>TH</sup> GRADE  
REGIONAL LONG JUMP COMPETITION.***

WHEREAS, At the 5<sup>th</sup> and 6<sup>th</sup> Grade Regional Track Meet James Gill, from Alexander Graham Bell School, placed third in the long jump; and

WHEREAS, Bell School had a strong showing in the regional competition where sixteen other schools also competed; and

WHEREAS, Alderman Gene Schulter was notified of this grand achievement; and

WHEREAS, James Gill is a role model to other athletes and is a team player; and

WHEREAS, We hope this accomplishment in track and field can lead into higher achievements for years to come; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby recognize James Gill for his accomplishments and his outstanding leadership; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to James Gill.

---

*CONGRATULATIONS EXTENDED TO MS. ESTHER POSWELL  
ON FOURTH PLACE FINISH IN 5<sup>TH</sup> AND 6<sup>TH</sup> GRADE  
REGIONAL 800 METER RUN COMPETITION.*

WHEREAS, At the 5<sup>th</sup> and 6<sup>th</sup> Grade Regional Track Meet Esther Poswell, from Alexander Graham Bell School, placed fourth in the 800 meter run; and

WHEREAS, Bell School had a strong showing in the regional competition where sixteen other schools also competed; and

WHEREAS, Esther helped obtain the overall second place for the girl's track and field team; and

WHEREAS, Alderman Gene Schulter was notified of her grand achievements; and

WHEREAS, Esther is a role model to other athletes and is a team player; and

WHEREAS, We hope that this accomplishment in track and field can lead into higher achievements for years to come; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby



recognize Esther Poswell for her accomplishments and her outstanding leadership;  
and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Esther Poswell.

---

*Presented By*

**ALDERMAN M. SMITH (48<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO MRS. ESTHER LEVY  
ON EIGHTY-FIFTH BIRTHDAY.**

WHEREAS, Esther Levy was born August 29, 1917 and thus is about to celebrate her eighty-fifth birthday; and

WHEREAS, One of six children of Russian immigrants, Abraham and Celia Scheff, Esther was born and raised on Chicago's west side. In 1939, she married Roy Levy and moved to the north side. He served his country ably and honorably in World War II, while she worked and raised their sons, Arnold and Clifford; and

WHEREAS, Over the years, Esther Levy has dealt with the problems and issues of several eras, and in addition to thriving through the Great Depression and subsequent conflicts, she remained a strong wife, mother and grandmother. A woman of phenomenal energy, she worked some twenty-five years with the Cook County Sheriff's Office and retired early at the age of eighty; and

WHEREAS, Esther Levy is a vital neighbor, widely respected as a cook and baker and most especially as a friend. She celebrates this great occasion with her family, including grandchildren, Adam, Rachel, Deborah and Nicholas, and with her many friends in the Edgewater neighborhood; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of July, 2002 A.D., do hereby join in the congratulations to Esther Levy in celebration of her eighty-fifth birthday and extend to this fine citizen our best wishes for continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Esther Levy.

---

*UNITED STATES CONGRESS URGED TO SUPPORT MEASURES FOR  
REINSTATEMENT OF UNITED STATES INTO UNITED NATIONS  
EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION.*

WHEREAS, Education is the cornerstone for building strong, democratic and free societies both within the United States and around the world; and

WHEREAS, President George W. Bush has emphasized education as a priority in the United States and as a way to encourage greater understanding among nations and cultures; and

WHEREAS, The United Nations has recognized that education is an essential component of development by naming universal education as one of its "millennium development goals", adopted by one hundred fifty heads of state or government and one hundred eighty-nine member states at the U.N. Millennium Summit in September, 2000; and

WHEREAS, The United Nations Educational, Scientific and Cultural Organization (U.N.E.S.C.O.) is the United Nations education agency, serving as an international force for peace and security by promoting basic education and literacy, defending press freedom, education about democracy, freedom and human rights, and preserving cultural diversity; and

WHEREAS, The United States withdrew from the United Nations Educational, Scientific and Cultural Organization in 1984, citing inefficient management practices and bias toward Western nations; and

WHEREAS, The United Nations Educational, Scientific and Cultural Organization has addressed concerns of the United States by undergoing an extensive reform program, including the following: cutting twenty-five percent of staff, including all "special advisors"; developing an internal auditing mechanism to conduct biannual program reviews; closing one-third of all field offices; operating at zero-nominal growth; and

WHEREAS, There is now widespread support for the United States re-entry into the United Nations Educational, Scientific and Cultural Organization including

dozens of non-governmental and religious organizations and a bi-partisan majority in the United States House of Representatives; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That the Congress of the United States support legislation and administrative action to authorize and appropriate funding necessary for the United States to rejoin the United Nations Educational, Scientific and Cultural Organization during the current budget cycle.*

---

*Presented By*

***ALDERMAN MOORE (49<sup>th</sup> Ward):***

***CONGRATULATIONS EXTENDED TO MR. DAVID FAGUS AND  
MS. TANYA JORDAN ON IMPENDING NUPTIALS.***

WHEREAS, Forty-ninth Ward Democratic Committeeman David Fagus and Ms. Tanya Jordan are engaged to be married in Las Vegas, Nevada on September 1, 2002, in the Paris Las Vegas Hotel Chapel; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by 49<sup>th</sup> Ward Alderman Joe Moore; and

WHEREAS, Committeeman David Fagus is a longtime resident of the 49<sup>th</sup> Ward and has committed himself to making the 49<sup>th</sup> Ward a better place for all who live, work and play in the East Rogers Park and Edgewater communities; and

WHEREAS, David Fagus served as chief of staff for former 49<sup>th</sup> Ward Alderman Robert Clarke and has served as Democratic committeeman since May 10, 1993, at which time he was elected to that post by a unanimous vote of 49<sup>th</sup> Ward precinct captains; and

WHEREAS, David Fagus has been a member of the board of directors of IVI-IPO since 1994, and has also been a member of the board of directors of DevCorp North, the chamber of commerce for the East Rogers Park community, since 2001; and

WHEREAS, Committeeman Fagus' fiancée, Ms. Tanya Jordan, is originally from Mobile, Alabama and moved to the City of Chicago in September, 2000. She

received her college degree from Birmingham Southern University in Alabama and currently works as a police officer for the City of Evanston, Illinois; and

WHEREAS, Committeeman David Fagus and Ms. Tanya Jordan anticipate a long and happy life in loving and caring devotion to one another; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered in assembly this thirty-first day of July, 2002, do hereby extend our heartiest congratulations and best wishes to Committeeman David Fagus and Tanya Jordan on the very happy occasion of their wedding and join with their many family members and friends in wishing them many years of conjugal bliss; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Committeeman David Fagus and Tanya Jordan.

---

*GRATITUDE AND BEST WISHES EXTENDED TO ROGERS PARK  
CHILDREN'S LEARNING CENTER AND JULY 5, 2002  
DECLARED AS "THE ROGERS PARK CHILDREN'S  
CENTER DAY IN CHICAGO".*

WHEREAS, Our community, our city and our nation recognize the importance of quality infant care, early childhood education and family support; and

WHEREAS, We believe that all children have a fundamental right to a quality education and that providing such an education leads to stronger families and stronger communities; and

WHEREAS, We believe that all children benefit from sensitive and meaningful interactions with creative and well-trained staff in a thoughtfully designed environment; and

WHEREAS, The Rogers Park Children's Learning Center has responded to the growing educational needs of the Rogers Park community for thirty years through its excellent programs for children ranging in age from infancy to school age; and

WHEREAS, More than six thousand families have been strengthened through their involvement with the Rogers Park Children's Learning Center during these past thirty years; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered in assembly this thirty-first day of July, 2002, do hereby honor and express our sincere appreciation to the Rogers Park Children's Learning Center for all that they've done for our children, our families and our communities over the course of the past thirty years; and

*Be It Further Resolved*, That we do hereby proclaim July 5, 2002 as "The Rogers Park Children's Learning Center Day" in the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to the Rogers Park Children's Learning Center.

---

***MATTERS PRESENTED BY THE ALDERMEN.***

***(Presented By Wards, In Order, Beginning  
With The First Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

---

***1. TRAFFIC REGULATIONS, TRAFFIC SIGNS  
AND TRAFFIC-CONTROL DEVICES.***

---

***Referred -- ESTABLISHMENT OF LOADING ZONES  
AT SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 91993

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>HAITHCOCK</i> (2 <sup>nd</sup> Ward)                                            | South Giles Avenue, at 3450 -- 15 minute limit with hazard lights activated -- at all times -- daily (tow-away zone);<br><br>South Jefferson Street, at 1400, for a distance of 75 feet -- 15 minute limit with hazard lights activated -- at all times -- daily (tow-away zone); |
| <i>BALCER</i> (11 <sup>th</sup> Ward)                                              | South Wallace Street, at 3700 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;<br><br>West 35 <sup>th</sup> Street, at 2001, from west side of corner to south side of alley -- 11:00 A.M. to 11:00 P.M. -- daily;                                                           |
| <i>TROUTMAN</i> (20 <sup>th</sup> Ward)                                            | South Indiana Avenue, at 5831 -- for two parking spaces -- at all times -- daily;                                                                                                                                                                                                 |
| <i>OCASIO</i> (26 <sup>th</sup> Ward)                                              | West North Avenue, at 2818, for a distance of 25 feet --15 minute limit -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;<br><br>North Washtenaw Avenue, at 1210, for a distance of 25 feet -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;                             |
| <i>OCASIO</i> (26 <sup>th</sup> Ward) And<br><i>GRANATO</i> (1 <sup>st</sup> Ward) | West Division Street, at 2558 (on east side of North Rockwell Street) 10:00 A.M. to 12:00 Midnight -- daily;                                                                                                                                                                      |

| Alderman                                 | Location, Distance And Time                                                                                                                                                                                                                                                             |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>BURNETT</i> (27 <sup>th</sup> Ward)   | West North Avenue, at 447 -- 8:00 A.M. to 10:00 P.M. -- daily;                                                                                                                                                                                                                          |
| <i>CAROTHERS</i> (29 <sup>th</sup> Ward) | West Madison Street, from 5944 through 5950 -- 15 minute limit with hazard lights activated -- 10:00 A.M. to 10:00 P.M. -- Monday through Saturday;                                                                                                                                     |
| <i>HANSEN</i> (44 <sup>th</sup> Ward)    | West Melrose Street (north side) at 524, from a point 200 feet east of North Broadway, to a point 190 feet east thereof -- 8:30 A.M. to 4:30 P.M. -- Monday through Friday (tow-away zone);                                                                                             |
| <i>SCHULTER</i> (47 <sup>th</sup> Ward)  | North Clark Street (west side) at 4646, from a point 120 feet south of West Leland Avenue, to a point 145 feet south thereof -- 15 minute limit with hazard lights activated -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;                                                      |
|                                          | West Montrose Avenue (north side) at 1434, from a point 65 feet west of North Clark Street, to a point 90 feet west thereof -- 15 minute limit with hazard lights activated -- 7:00 A.M. to 7:00 P.M.;                                                                                  |
|                                          | West Montrose Avenue (south side) at 1919, from a point 65 feet west of North Wolcott Street, to a point 90 feet west thereof -- 15 minute limit with hazard lights activated -- 11:00 A.M. to 3:00 A.M. -- Sunday through Thursday and 11:00 A.M. to 1:00 A.M. -- Friday and Saturday; |

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 91995

Alderman

Location, Distance And Time

West Wilson Avenue (north side) at 1422, from a point 30 feet east of North Clark Street, to a point 55 feet east thereof -- 15 minute limit with hazard lights activated -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday;

STONE (50<sup>th</sup> Ward)

North Western Avenue, at 6237, for a distance of 42 feet -- 15 minute limit -- Monday through Saturday (remove Parking Meter Numbers 482059 and 482058).

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH  
ESTABLISHED LOADING ZONE AT  
1522 WEST MONTROSE AVENUE.

Alderman Schuler (47<sup>th</sup> Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "West Montrose Avenue (north side) at 1522, from a point 90 feet east of North Ashland Avenue, to a point 115 feet east thereof" and inserting in lieu thereof: "West Montrose Avenue (north side) at 1522, from a point 90 feet east of North Ashland Avenue, to a point 135 feet east thereof", which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH  
ESTABLISHED LOADING ZONE AT  
2047 NORTH ORLEANS STREET.

Alderman Daley (43<sup>rd</sup> Ward) presented a proposed ordinance to amend a previously



passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Orleans Street, at 2047 -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday -- no parking/loading zone", 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 portions of specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                       | Location And Distance                                                                                      |
|--------------------------------|------------------------------------------------------------------------------------------------------------|
| GRANATO (1 <sup>st</sup> Ward) | West McLean Avenue, in the 2400 block, between North Campbell Avenue and North Western Avenue -- easterly; |
| BURKE (14 <sup>th</sup> Ward)  | South Sacramento Avenue, from West 47 <sup>th</sup> Street to West 44 <sup>th</sup> Street -- northerly;   |
| AUSTIN (34 <sup>th</sup> Ward) | West Montvale Avenue, from South Vincennes Avenue to South Davol Street -- easterly;                       |
|                                | West Steuben Street, between South Vincennes Avenue and South Davol Street -- easterly;                    |
|                                | West Waseca Place, between South Vincennes Avenue and South Davol Street -- easterly.                      |

*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION  
OF SOUTH THROOP STREET.

Alderman Austin (34<sup>th</sup> 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 Throop Street, from West 117<sup>th</sup> Street through West 118<sup>th</sup> Street -- northerly", which was *Referred to the Committee on Traffic Control and Safety*.

---

*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:

| Alderman                           | Location And Distance                                                                                                                         |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| GRANATO (1 <sup>st</sup> Ward)     | West Julian Street, at 1618 (Handicapped Parking Permit 33081);                                                                               |
| PRECKWINKLE (4 <sup>th</sup> Ward) | South Ingleside Avenue, at 5212 (Handicapped Parking Permit 33728);                                                                           |
| HAIRSTON (5 <sup>th</sup> Ward)    | South University Avenue, at 7132 (Handicapped Parking Permit 32007);                                                                          |
| STROGER (8 <sup>th</sup> Ward)     | South Euclid Avenue, at 8934 (Handicapped Parking Permit 26615);<br>East 78 <sup>th</sup> Street, at 1643 (Handicapped Parking Permit 33110); |

| Alderman                             | Location And Distance                                                                                                                                                                                                                                                                                    |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>BEALE</i> (9 <sup>th</sup> Ward)  | South Eberhart Avenue, at 10925<br>(Handicapped Parking Permit 33648);<br><br>South Forest Avenue, at 10018<br>(Handicapped Parking Permit 32604);                                                                                                                                                       |
| <i>POPE</i> (10 <sup>th</sup> Ward)  | South Bensley Avenue, at 9945<br>(Handicapped Parking Permit 32470);<br><br>South Buffalo Avenue, at 10808<br>(Handicapped Parking Permit 32476);<br><br>South Calhoun Avenue, at 10128<br>(Handicapped Parking Permit 32029);<br><br>South Ewing Avenue, at 9826<br>(Handicapped Parking Permit 32474); |
| <i>FRIAS</i> (12 <sup>th</sup> Ward) | South Francisco Avenue, at 3502<br>(Handicapped Parking Permit 27187);                                                                                                                                                                                                                                   |
| <i>OLIVO</i> (13 <sup>th</sup> Ward) | South Kenneth Avenue, at 6733 (except<br>for handicapped);<br><br>South Kildare Avenue, at 6104 (except<br>for handicapped);<br><br>South Kildare Avenue, at 6136 (except<br>for handicapped);                                                                                                           |
| <i>BURKE</i> (14 <sup>th</sup> Ward) | South Christiana Avenue, at 5739<br>(Handicapped Parking Permit 33750);<br><br>South Washtenaw Avenue, at 5230<br>(Handicapped Parking Permit 33762);<br><br>West 46 <sup>th</sup> Place, at 3824 (Handicapped<br>Parking Permit 33753);                                                                 |

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 91999

| Alderman                                 | Location And Distance                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>T. THOMAS</i> (15 <sup>th</sup> Ward) | South Artesian Avenue, at 6543<br>(Handicapped Parking Permit 33609);<br><br>South Hermitage Avenue, at 5517<br>(Handicapped Parking Permit 32169);<br><br>South Hoyne Avenue, at 6438<br>(Handicapped Parking Permit 33606);<br><br>South Washtenaw Avenue, at 6335<br>(Handicapped Parking Permit 30833);<br><br>South Wolcott Avenue, at 6717<br>(Handicapped Parking Permit 33602); |
| <i>COLEMAN</i> (16 <sup>th</sup> Ward)   | South Carpenter Street, at 5259<br>(Handicapped Parking Permit 33429);<br><br>South Seeley Avenue, at 5012 (Handi-<br>capped Parking Permit 33398);                                                                                                                                                                                                                                     |
| <i>TROUTMAN</i> (20 <sup>th</sup> Ward)  | South Wabash Avenue, at 6640<br>(Handicapped Parking Permit 30934);                                                                                                                                                                                                                                                                                                                     |
| <i>MUNOZ</i> (22 <sup>nd</sup> Ward)     | South Kolin Avenue, at 2622 (except for<br>handicapped);                                                                                                                                                                                                                                                                                                                                |
| <i>ZALEWSKI</i> (23 <sup>rd</sup> Ward)  | South Kolin Avenue, at 5248 (Handi-<br>capped Parking Permit 48691);<br><br>South Kolin Avenue, at 5318 (Handi-<br>capped Parking Permit 33037);<br><br>South Normandy Avenue, at 5849<br>(Handicapped Parking Permit 31294);<br><br>West 64 <sup>th</sup> Street, at 6611 (Handicapped<br>Parking Permit 32161);                                                                       |

| Alderman                                | Location And Distance                                                                                                                                                                                                                                                                        |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>SOLIS</i> (25 <sup>th</sup> Ward)    | West 17 <sup>th</sup> Street, at 1159 (Handicapped Parking Permit 33238);<br><br>West 21 <sup>st</sup> Place, at 1703;<br><br>West 21 <sup>st</sup> Place, at 1845 (Handicapped Parking Permit 33232);<br><br>West 21 <sup>st</sup> Street, at 1930 (Handicapped Parking Permit 31830);      |
| <i>BURNETT</i> (27 <sup>th</sup> Ward)  | West Chicago Avenue, at 1001, on the west side of North Morgan Street at driveway in vicinity of North Milwaukee Avenue;<br><br>West Race Avenue, at 2140 (Handicapped Parking Permit 30742);                                                                                                |
| <i>E. SMITH</i> (28 <sup>th</sup> Ward) | West Ferdinand Street, at 4906 (Handicapped Parking Permit 33385);<br><br>South Francisco Avenue, at 114 (Handicapped Parking Permit 29572);<br><br>North Leclaire Avenue, at 176 (Handicapped Parking Permit 32841);<br><br>West Warren Avenue, at 2643 (Handicapped Parking Permit 31965); |
| <i>WOJCIK</i> (30 <sup>th</sup> Ward)   | West Roscoe Street, at 4227 (Handicapped Parking Permit 33166);                                                                                                                                                                                                                              |
| <i>SUAREZ</i> (31 <sup>st</sup> Ward)   | North Kedvale Avenue, at 2218 (Handicapped Parking Permit 33362);                                                                                                                                                                                                                            |

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN

92001

| Alderman                       | Location And Distance                                                       |
|--------------------------------|-----------------------------------------------------------------------------|
|                                | North Kostner Avenue, at 2952 (Handi-<br>capped Parking Permit 32249);      |
|                                | North Lawler Avenue, at 2235 (Handi-<br>capped Parking Permit 33370);       |
|                                | West Oakdale Avenue, at 4135 (Handi-<br>capped Parking Permit 33169);       |
| MELL (33 <sup>rd</sup> Ward)   | North Kedzie Avenue, at 3325 (Handi-<br>capped Parking Permit 34078);       |
| AUSTIN (34 <sup>th</sup> Ward) | South Green Street, at 10330 (Handi-<br>capped Parking Permit 27107);       |
|                                | South Green Street, at 11334 (Handi-<br>capped Parking Permit 31727);       |
|                                | South Lowe Avenue, at 12213 (Handi-<br>capped Parking Permit 21869);        |
|                                | West 118 <sup>th</sup> Place, at 321 (Handicapped<br>Parking Permit 33087); |
| BANKS (36 <sup>th</sup> Ward)  | North Newcastle Avenue, at 1706 (Handi-<br>capped Parking Permit 32194);    |
|                                | North Pacific Avenue, at 3333 (Handi-<br>capped Parking Permit 32177);      |
| MITTS (37 <sup>th</sup> Ward)  | West Hirsch Street, at 5441 (Handi-<br>capped Parking Permit 28213);        |
|                                | West Thomas Street, at 4854<br>(Handicapped Parking Permit 28249);          |

| Alderman                                | Location And Distance                                                                                                                                                                                                                                                                                                |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>ALLEN</i> (38 <sup>th</sup> Ward)    | West Eddy Street, at 5216 (Handicapped Parking Permit 33339);<br><br>West Henderson Street, at 4834 (Handicapped Parking Permit 33335);<br><br>North Moody Avenue, at 4038 (Handicapped Parking Permit 33336);<br><br>West Warwick Avenue, at 6130 (Handicapped Parking Permit 32180);                               |
| <i>LEVAR</i> (45 <sup>th</sup> Ward)    | West Gunnison Street, at 5848 (Handicapped Parking Permit 34061);<br><br>West Hutchinson Street, at 4832 (Handicapped Parking Permit 33134);<br><br>West Winnemac Avenue, at 4826 (Handicapped Parking Permit 33132);                                                                                                |
| <i>M. SMITH</i> (48 <sup>th</sup> Ward) | West Catalpa Avenue, at 1450 (Handicapped Parking Permit 25596);<br><br>North Glenwood Avenue, at 5021 (Handicapped Parking Permit 28589);                                                                                                                                                                           |
| <i>STONE</i> (50 <sup>th</sup> Ward)    | West Arthur Avenue, at 2035 (except for handicapped);<br><br>North Oakley Avenue, at 6230 (except for handicapped);<br><br>North Washtenaw Avenue, at 6245 (except for handicapped);<br><br>North Washtenaw Avenue, at 6658 (except for handicapped);<br><br>North Whipple Street, at 6441 (except for handicapped). |

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 92003

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
6156 NORTH ARTESIAN AVENUE.

Alderman Stone (50<sup>th</sup> 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 6156 (Handicapped Parking Permit 27840)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
7124 SOUTH ARTESIAN AVENUE.

Alderman Murphy (18<sup>th</sup> 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 Artesian Avenue, at 7124 (Handicapped Parking Permit 13589)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
4048 NORTH AVERS AVENUE.

Alderman Wojcik (30<sup>th</sup> 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 4048 (Handicapped Parking Permit 16705)", which was *Referred to the Committee on Traffic Control and Safety*.



*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
4845 WEST BERENICE AVENUE.

Alderman Levar (45<sup>th</sup> 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 Berenice Avenue, at 4845 (Handicapped Parking Permit 12433)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
8106 SOUTH EBERHART AVENUE.

Alderman Lyle (6<sup>th</sup> 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 Eberhart Avenue, at 8106 (Handicapped Parking Permit 9073)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
2904 WEST FITCH AVENUE.

Alderman Stone (50<sup>th</sup> 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 Fitch Avenue, at 2904 (Handicapped Parking Permit 17423)", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
1309 NORTH GREENVIEW AVENUE.

Alderman Granato (1<sup>st</sup> 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 Greenview Avenue, at 1309 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
9220 SOUTH HARPER AVENUE.

Alderman Stroger (8<sup>th</sup> 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 Harper Avenue, at 9220 (Handicapped Parking Permit 12436)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
5017 NORTH HERMITAGE AVENUE.

Alderman Schulter (47<sup>th</sup> 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 5017 (Handicapped Parking Permit 20860)", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
1707 NORTH HOYNE AVENUE.

Alderman Matlak (32<sup>nd</sup> 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 Hoyne Avenue, at 1707 (Handicapped Parking Permit 5737)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
4904 NORTH KENNETH AVENUE.

Alderman Laurino (39<sup>th</sup> Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Kenneth Avenue, at 4904 (Handicapped Parking Permit 5789)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
12113 SOUTH LAFAYETTE AVENUE.

Alderman Beale (9<sup>th</sup> 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 Lafayette Avenue, at 12113 (Handicapped Parking Permit 10897)", which was *Referred to the Committee on Traffic Control and Safety*.

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 92007

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
834 NORTH LEAMINGTON AVENUE.

Alderman Mitts (37<sup>th</sup> 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 Leamington Avenue, at 834 (Handicapped Parking Permit 193336)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
1615 NORTH LECLAIRE AVENUE.

Alderman Mitts (37<sup>th</sup> 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 Leclaire Avenue, at 1615 (Handicapped Parking Permit 12865)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
3716 NORTH LONG AVENUE.

Alderman Allen (38<sup>th</sup> 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 Long Avenue, at 3716 (Handicapped Parking Permit 10687)", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
3118 SOUTH LOWE AVENUE.

Alderman Balcer (11<sup>th</sup> 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 Lowe Avenue, at 3118 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
2107 NORTH MANGO AVENUE.

Alderman Mitts (37<sup>th</sup> 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 Mango Avenue, at 2107 (Handicapped Parking Permit 13987)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
6005 SOUTH MERRIMAC AVENUE.

Alderman Zalewski (23<sup>rd</sup> 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 Merrimac Avenue, at 6005 (Handicapped Parking Permit 11642)", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
10047 SOUTH PRAIRIE AVENUE.

Alderman Beale (9<sup>th</sup> 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 Prairie Avenue, at 10047 (Handicapped Parking Permit 20347)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
5200 WEST SCHUBERT AVENUE.

Alderman Wojcik (30<sup>th</sup> Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Schubert Avenue, at 5200 (Handicapped Parking Permit 19537)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
2082 NORTH STAVE STREET.

Alderman Ocasio (26<sup>th</sup> 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 Stave Street, at 2082 (Handicapped Parking Permit 17200)", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
7628 SOUTH ST. LAWRENCE AVENUE.

Alderman Lyle (6<sup>th</sup> Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South St. Lawrence Avenue, at 7628 (Handicapped Parking Permit 12246)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
9435 SOUTH THROOP STREET.

Alderman DeVille (21<sup>st</sup> 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 Throop Street, at 9435 (Handicapped Parking Permit 19749)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
12436 SOUTH WALLACE STREET.

Alderman Austin (34<sup>th</sup> 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 Wallace Street, at 12436 (Handicapped Parking Permit 15594)", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
6641 NORTH WHIPPLE STREET.

Alderman Stone (50<sup>th</sup> 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 Whipple Street, at 6641 (Handicapped Parking Permit 14658)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
8348 SOUTH WINCHESTER AVENUE.

Alderman Murphy (18<sup>th</sup> 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 Winchester Avenue, at 8348 (Handicapped Parking Permit 29850)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
5747 SOUTH WOLCOTT AVENUE.

Alderman T. Thomas (15<sup>th</sup> 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 Wolcott Avenue, at 5747 (Handicapped Parking Permit 19025)", which was *Referred to the Committee on Traffic Control and Safety*.



*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
7015 WEST WOLFRAM STREET.

Alderman Banks (36<sup>th</sup> 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 Wolfram Street, at 7015 (Handicapped Parking Permit 16533)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
529 WEST 46<sup>TH</sup> STREET.

Alderman Balcer (11<sup>th</sup> 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 46<sup>th</sup> Street, at 529 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
2510 EAST 74<sup>TH</sup> STREET.

Alderman Hairston (5<sup>th</sup> 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: "East 74<sup>th</sup> Street, at 2510 (Handicapped Parking Permit 15396)", which was *Referred to the Committee on Traffic Control and Safety*.

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 92013

*Referred* -- RELOCATION OF PARKING PROHIBITION AT ALL  
TIMES TO 4437 WEST GUNNISON STREET.

Alderman Laurino (39<sup>th</sup> Ward) presented a proposed ordinance to relocate a parking prohibition (Handicapped Parking Permit 16096) in effect at all times from its current location at 4901 North St. Louis Avenue to a new location at 4437 West Gunnison Street, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- RELOCATION OF PARKING PROHIBITION AT  
ALL TIMES TO 2008 SOUTH PAULINA STREET.

Alderman Solis (25<sup>th</sup> Ward) presented a proposed ordinance to relocate a parking prohibition from its current location to a new location at 2008 South Paulina Street, to be in effect at all times, daily, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- REPEAL OF PARKING PROHIBITION AT ALL TIMES  
AT 4962 NORTH SPAULDING AVENUE.

Alderman Laurino (39<sup>th</sup> Ward) presented a proposed ordinance to repeal a parking prohibition in effect at all times at 4962 North Spaulding Avenue (except for Disabled Parking Permit 27543), which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- REMOVAL OF PARKING PROHIBITION  
AT ALL TIMES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to remove the parking

prohibition in effect at all times at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                                | Location                                                                                                                                                                                        |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>TROUTMAN</i> (20 <sup>th</sup> Ward) | South St. Lawrence Avenue, at 6544 (Handicapped Parking Permit 14622);<br><br>South St. Lawrence Avenue, at 6549 (Handicapped Parking Permit 18459);                                            |
| <i>MUNOZ</i> (22 <sup>nd</sup> Ward)    | South Avers Avenue, at 2240 (except for handicapped);<br><br>South Ridgeway Avenue, at 2743 (except for handicapped); and<br><br>West 25 <sup>th</sup> Street at 4116 (except for handicapped). |

---

*Referred --* CONSIDERATION FOR REMOVAL OF PARKING  
PROHIBITION AT ALL TIMES AT 7146 -- 7152  
SOUTH MARSHFIELD AVENUE.

Alderman L. Thomas (17<sup>th</sup> Ward) presented a proposed order to authorize the Commissioner of Transportation to give consideration to the removal of a parking prohibition in effect at all times at 7146 -- 7152 South Marshfield Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred --* PROHIBITION OF PARKING DURING SPECIFIED  
HOURS AT 1300 WEST RANDOLPH STREET.

Alderman Burnett (27<sup>th</sup> Ward) presented a proposed ordinance to prohibit the parking of vehicles at 1300 West Randolph Street, between the hours of 10:00 A.M. to 10:00 P.M., daily, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION DURING SPECIFIED HOURS  
ON PORTION OF NORTH ELSTON AVENUE.  
(East Side)

Aldermen Mell (33<sup>rd</sup> Ward), Ocasio (26<sup>th</sup> Ward), Burnett (27<sup>th</sup> Ward), Matlak (32<sup>nd</sup> Ward), Colom (35<sup>th</sup> Ward) and Levar (45<sup>th</sup> Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of the public way by striking the words: "North Elston Avenue (east side) between West Augusta Boulevard and North Central Avenue -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION DURING SPECIFIED HOURS  
ON PORTION OF NORTH ELSTON AVENUE.  
(West Side)

Aldermen Mell (33<sup>rd</sup> Ward), Ocasio (26<sup>th</sup> Ward), Burnett (27<sup>th</sup> Ward), Matlak (32<sup>nd</sup> Ward), Colom (35<sup>th</sup> Ward) and Levar (45<sup>th</sup> Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of the public way by striking the words: "North Elston Avenue (west side) between West Augusta Boulevard and North Central Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION ON SPECIFIED DAYS ON PORTION  
OF EAST JACKSON BOULEVARD.

Alderman Natarus (42<sup>nd</sup> Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "East Jackson Boulevard (north side) from South Michigan Avenue to South Wabash Avenue -- at all times -- Monday through Friday" and inserting in lieu thereof: "East Jackson Boulevard (north side) from South Michigan Avenue to South Wabash Avenue -- at all times -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* ESTABLISHMENT OF FIFTEEN MINUTE STANDING  
ZONES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to establish fifteen minute standing zones and require that vehicles have hazard lights activated while 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 <sup>st</sup> Ward) | West North Avenue, at 1625 -- 11:00<br>A.M. to 2:00 A.M. -- daily;                |
|                                | West North Avenue, at 1809 -- 7:30 A.M.<br>to 4:30 P.M. -- Monday through Friday; |
|                                | West Division Street, at 1925 -- 8:00<br>A.M. to 10:00 P.M. -- daily;             |

| Alderman                                  | Location, Distance And Time                                                                                                                                                               |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>PRECKWINKLE</i> (4 <sup>th</sup> Ward) | South Cottage Grove Avenue (west side) from a point 30 feet north of East 49 <sup>th</sup> Street, to a point 25 feet north thereof -- 6:00 A.M. to 8:00 P.M. -- Monday through Saturday; |
| <i>MATLAK</i> (32 <sup>nd</sup> Ward)     | North Damen Avenue, at 1753 -- 8:00 A.M. to 9:00 P.M. -- daily;<br><br>North Lincoln Avenue, at 3114 -- 11:00 A.M. to 3:00 A.M. -- daily.                                                 |

---

*Referred* -- ESTABLISHMENT OF RESERVED HANDICAPPED  
PARKING AT 4754 NORTH LEAVITT STREET.

Alderman Schulter (47<sup>th</sup> Ward) presented a proposed ordinance to establish reserved parking at 4754 North Leavitt Street for use by handicapped motorists between the hours of 7:30 A.M. to 1:00 P.M. on Sunday, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- CONSIDERATION FOR ESTABLISHMENT OF  
RESIDENTIAL PERMIT PARKING ZONES AT  
SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to authorize the Commissioner of Transportation 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>STROGER</i> (8 <sup>th</sup> Ward)   | South Dorchester Avenue, in the 8600 block -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;                                                                                                                                                                                                                                                                       |
| <i>BURKE</i> (14 <sup>th</sup> Ward)    | South Richmond Street (both sides) in the 5100 block -- at all times -- daily;                                                                                                                                                                                                                                                                                       |
| <i>DE VILLE</i> (21 <sup>st</sup> Ward) | South Bishop Street (both sides) in the 8800 block -- 6:00 A.M. to 10:00 A.M. -- Monday through Friday;                                                                                                                                                                                                                                                              |
| <i>SOLIS</i> (25 <sup>th</sup> Ward)    | South Hoyne Avenue (both sides) in the 1700 block -- at all times -- daily;<br><br>South Paulina Street (west side) in the 1600 block -- at all times -- daily (Zone 816);<br><br>West 16 <sup>th</sup> Street (south side) in the 1100 block -- at all times -- daily;<br><br>West 16 <sup>th</sup> Street (south side) in the 1600 block -- at all times -- daily; |
| <i>BURNETT</i> (27 <sup>th</sup> Ward)  | North Morgan Street, in the 400 block, between West Hubbard Street and West Grand Avenue -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;                                                                                                                                                                                                                         |
| <i>WOJCIK</i> (30 <sup>th</sup> Ward)   | North Karlov Avenue (both sides) in the 1900 block -- at all times -- daily;                                                                                                                                                                                                                                                                                         |

| Alderman                              | Location, Distance And Time                                                                                                                                  |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | North Karlov Avenue (both sides) in the 3300 block, between West Henderson Street and North Milwaukee Avenue (from 3336 through 3380) at all times -- daily; |
|                                       | West Melrose Street (both sides) in the 4900 block -- at all times -- daily;                                                                                 |
| <i>MATLAK</i> (32 <sup>nd</sup> Ward) | North Hermitage Avenue, in the 1600 block, between West North Avenue and North Wabansia Avenue -- 6:00 P.M. to 9:00 A.M. -- daily;                           |
| <i>AUSTIN</i> (34 <sup>th</sup> Ward) | South Eggleston Avenue (both sides) between West 120 <sup>th</sup> Street and West 121 <sup>st</sup> Street -- at all times -- daily;                        |
| <i>BANKS</i> (36 <sup>th</sup> Ward)  | North Natoma Avenue (both sides) in the 3500 block, from West Addison Street to West Cornelia Avenue -- at all times -- daily;                               |
| <i>ALLEN</i> (38 <sup>th</sup> Ward)  | West Eddy Street (both sides) in the 5700 block, between North Major Avenue and North Menard Avenue -- at all times -- daily;                                |
| <i>DALEY</i> (43 <sup>rd</sup> Ward)  | West Belden Avenue (south side) in the 1100 block -- 6:00 P.M. to 9:30 A.M. -- daily (included within Zone 143);                                             |
|                                       | North Magnolia Avenue (both sides) in the 2000 block -- 6:00 P.M. to 9:30 A.M. -- daily (included within Zone 143).                                          |



*Referred* -- AUTHORIZATION FOR ESTABLISHMENT  
OF RESIDENTIAL PERMIT PARKING ZONE AT  
6401 SOUTH TRIPP AVENUE.

Alderman Olivo (13<sup>th</sup> Ward) presented a proposed ordinance to establish residential permit parking at 6401 South Tripp Avenue, to be in effect from 9:00 A.M. to 9:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
RESIDENTIAL PERMIT PARKING ZONE ON PORTION  
OF NORTH CAMPBELL AVENUE.

Alderman Stone (50<sup>th</sup> Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on May 1, 2002 (*Journal of the Proceedings of the City Council*, page 84323) which established residential permit parking zones on portions of specified public ways by striking the words: "North Campbell Avenue (both sides) in the 6300 block -- 12:30 P.M. to 2:30 P.M. -- except Friday (Zone 555)" and inserting in lieu thereof: "North Campbell Avenue (both sides) in the 6300 block -- 8:00 A.M. to 9:00 P.M. -- everyday except Friday -- 12:30 P.M. to 2:30 P.M.", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
RESIDENTIAL PERMIT PARKING ZONE ON PORTION  
OF NORTH MAPLEWOOD AVENUE.

Alderman Stone (50<sup>th</sup> Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on May 1, 2002 (*Journal of the Proceedings of the City Council*, page 84323) which established residential permit parking zones on portions of specified public ways by striking the words: "North Maplewood Avenue (both sides) in the 6300 block -- 12:30 P.M. to 2:30 P.M. -- except Friday (Zone 448)" and inserting in lieu thereof: "North Maplewood Avenue (both sides) in the 6300 block -- 8:00 A.M. to 9:00 P.M. -- everyday except Friday -- 12:30 P.M. to 2:30 P.M.", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
RESIDENTIAL PERMIT PARKING ZONE ON PORTION  
OF WEST NEWPORT AVENUE.

Alderman Allen (38<sup>th</sup> Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 25, 1984 (*Journal of the Proceedings of the City Council*, page 9703) which established residential permit parking zones on portions of specified public ways by striking the words: "West Newport Avenue (both sides) in the 5900 block -- at all times", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
RESIDENTIAL PERMIT PARKING ZONE ON PORTION  
OF WEST WEST END STREET.

Alderman Carothers (29<sup>th</sup> Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "West West End Street, in the 5900 block -- 4:00 P.M. to 8:00 P.M. -- daily (Zone 149)" and inserting in lieu thereof: "West West End Street, in the 5900 block -- at all times -- daily (Zone 149)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- DESIGNATION OF SERVICE DRIVES/DIAGONAL  
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                                | Location And Distance                                                                                                                                                                                                                  |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>BEALE</i> (9 <sup>th</sup> Ward)     | South Michigan Avenue, at 10500;                                                                                                                                                                                                       |
| <i>ZALEWSKI</i> (23 <sup>rd</sup> Ward) | West Lorel Avenue (west side) immediately north of South Archer Avenue;<br><br>West Lorel Avenue (both sides) immediately north of West 55 <sup>th</sup> Street;<br><br>West 63 <sup>rd</sup> Place, adjacent to the Clearing Library; |
| <i>OCASIO</i> (26 <sup>th</sup> Ward)   | North Washtenaw Avenue, from the first alley north of and parallel to West Division Street, to West Crystal Street;                                                                                                                    |
| <i>WOJCIK</i> (30 <sup>th</sup> Ward)   | West Eddy Street (north side) in the 3900 block, between North Pulaski Road and the first alley east thereof;<br><br>North Karlov Avenue, at 3333;                                                                                     |
| <i>BANKS</i> (36 <sup>th</sup> Ward)    | North Olmsted Avenue (southwest side) from North Overhill Avenue to North Ozark Avenue.                                                                                                                                                |

---

*Referred --* CONSIDERATION FOR ESTABLISHMENT OF  
INDUSTRIAL PERMIT PARKING ON PORTION OF  
NORTH RAVENSWOOD AVENUE.

Alderman Schulter (47<sup>th</sup> Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the establishment of industrial permit parking on the west side of North Ravenswood Avenue, from a point

65 feet south of the southwest corner of West Leland Avenue and North Ravenswood Avenue, to a point 332 feet south thereof, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
INDUSTRIAL PERMIT PARKING ZONE ON PORTION  
OF NORTH RAVENSWOOD AVENUE.

Alderman Schuler (47<sup>th</sup> Ward) presented a proposed ordinance to amend a previously passed ordinance which established industrial permit parking zones on portions of specified public ways by striking the words: "North Ravenswood Avenue (west side) from a point 65 feet south of the southwest corner of West Leland Avenue and North Ravenswood Avenue, to a point 232 feet south thereof (Zone 20)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* ESTABLISHMENT OF SPEED LIMITATION  
ON PORTION ON NORTH KILPATRICK AVENUE.

Alderman Allen (38<sup>th</sup> Ward) presented a proposed ordinance to limit the speed of vehicles to 25 miles per hour in the 3600 through 3800 blocks on North Kilpatrick Avenue, 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 limits and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                                 | Location, Limit And Time                                                                                                        |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <i>T. THOMAS</i> (15 <sup>th</sup> Ward) | South Bell Avenue , at 6520 -- 15 minute limit with hazard lights activated -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday; |
| <i>BURNETT</i> (27 <sup>th</sup> Ward)   | North Wells Street at 1212 -- 15 minute limit with hazard lights activated -- 8:00 A.M. to 8:00 P.M. -- daily.                  |

---

*Referred* -- CONSIDERATION FOR INSTALLATION OF TRAFFIC  
SIGNS AND TRAFFIC CONTROL SIGNALS  
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the installation of traffic signs and traffic control signals 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<br>Sign Or Signal                                                                                                                                           |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>HAIRSTON</i> (5 <sup>th</sup> Ward) | East 73 <sup>rd</sup> Street and South Chappel Avenue -- flashing red lights for "All-Way Stop";<br><br>East 73 <sup>rd</sup> Street and South Cornell Avenue -- "All-Way Stop"; |
| <i>LYLE</i> (6 <sup>th</sup> Ward)     | East 98 <sup>th</sup> Street and South Forest Avenue -- "Stop";                                                                                                                  |

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN

92025

| Alderman                                 | Location And Type Of<br>Sign Or Signal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>FRIAS</i> (12 <sup>th</sup> Ward)     | West 42 <sup>nd</sup> Street and South Marshfield Avenue -- "All-Way Stop";<br><br>West 43 <sup>rd</sup> Street and South Hermitage Avenue -- "All-Way Stop";                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <i>L. THOMAS</i> (17 <sup>th</sup> Ward) | South Damen Avenue, at 7300 -- "Stop";<br><br>South Lowe Avenue, at 7814 -- "Parking Prohibited At All Times -- Except For Handicapped";<br><br>South Lowe Avenue, at 7815 (in front of vacant lot) "Parking Prohibited At All Times -- Except For Handicapped";<br><br>South Lowe Avenue, at 7819 (in front of vacant lot) "Parking Prohibited At All Times -- Except For Handicapped";<br><br>South Marshfield Avenue, at 7153 -- "Parking Prohibited At All Times -- Except For Handicapped";<br><br>South Marshfield Avenue, at 7737 -- "Parking Prohibited At All Times -- Except For Handicapped";<br><br>West 66 <sup>th</sup> Street, at 1153 -- 1155 -- "Residential Street Permit Parking -- 8:00 A.M. To 10:00 P.M. -- Monday Through Friday"; |
| <i>MURPHY</i> (18 <sup>th</sup> Ward)    | West 81 <sup>st</sup> Street, at South Honore Street -- "Stop";                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

| Alderman                                | Location And Type Of<br>Sign Or Signal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>ZALEWSKI</i> (23 <sup>rd</sup> Ward) | West 50 <sup>th</sup> Street and South Lamon Avenue -- "Two-Way Stop";                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <i>OCASIO</i> (26 <sup>th</sup> Ward)   | West Ferdinand Street, from 1914 to 1940 -- "No Parking";                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <i>BURNETT</i> (27 <sup>th</sup> Ward)  | Alley between North Aberdeen Street and North Ogden Avenue -- "Slow -- Pedestrian Crossing";                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <i>SUAREZ</i> (31 <sup>st</sup> Ward)   | North Kilpatrick Avenue and West Homer Street -- "All-Way Stop";                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <i>MELL</i> (33 <sup>rd</sup> Ward)     | West Sunnyside Avenue, at North Whipple Street -- "Stop";                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <i>AUSTIN</i> (34 <sup>th</sup> Ward)   | South Halsted Street, at West 105 <sup>th</sup> Street -- "Two-Way Stop";<br><br>South Wallace Street and West 116 <sup>th</sup> Place -- "All-Way Stop";<br><br>West 111 <sup>th</sup> Street to West 110 <sup>th</sup> Street, between South Normal Avenue and South Parnell Avenue -- "No Blocking The Alley";<br><br>West 111 <sup>th</sup> Street to West 112 <sup>th</sup> Street, between South Normal Avenue and South Parnell Avenue -- "No Blocking The Alley";<br><br>West 115 <sup>th</sup> Street to West 118 <sup>th</sup> Street, between South Vincennes Avenue and South Church Street -- "No Blocking The Alley"; |

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 92027

| Alderman                             | Location And Type Of<br>Sign Or Signal                                                                                                                       |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | West 115 <sup>th</sup> Street to West 119 <sup>th</sup> Street,<br>between South Bishop Street and South<br>Lafin Avenue -- "No Blocking The Alley";         |
|                                      | West 115 <sup>th</sup> Street to West 119 <sup>th</sup> Street,<br>between South Bishop Street and South<br>Loomis Street -- "No Blocking The Alley";        |
|                                      | West 115 <sup>th</sup> Street to West 119 <sup>th</sup> Street,<br>between South Harvard Avenue and South<br>Stewart Avenue -- "No Blocking The Alley";      |
|                                      | West 115 <sup>th</sup> Street to West 119 <sup>th</sup> Street,<br>between South Watkins Avenue and South<br>Vincennes Avenue -- "No Blocking The<br>Alley"; |
|                                      | West 116 <sup>th</sup> Street to West 117 <sup>th</sup> Street,<br>between South Aberdeen Street and South<br>Carpenter Street -- "No Blocking The Alley";   |
|                                      | West 116 <sup>th</sup> Street, at South Carpenter Street<br>-- "Two-Way Stop";                                                                               |
|                                      | West 119 <sup>th</sup> Street, at South Wallace Street --<br>"Two-Way Stop";                                                                                 |
| <i>BANKS</i> (36 <sup>th</sup> Ward) | North Meade Avenue, at West Melrose Street<br>-- "Two-Way Stop";                                                                                             |
| <i>ALLEN</i> (38 <sup>th</sup> Ward) | West Melrose Street, at North Menard<br>Avenue -- "Stop";                                                                                                    |
|                                      | West Montrose Avenue (westbound) at North<br>Mulligan Avenue -- "No Right Turn -- 4:00<br>P.M. To 6:00 P.M.";                                                |



| Alderman                                | Location And Type Of<br>Sign Or Signal                                                                                                                                                                                                                                                                                       |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>M. SMITH</i> (48 <sup>th</sup> Ward) | North Kenmore Avenue and West Foster Avenue -- "Four-Way Stop";<br><br>North Lakewood Avenue and West Foster Avenue -- "Four-Way Stop";                                                                                                                                                                                      |
| <i>MOORE</i> (49 <sup>th</sup> Ward)    | West Granville Avenue (north side) from North Sheridan Road to a point 95 feet east thereof -- 9:00 A.M. to 9:00 P.M. -- Monday through Friday and 9:00 A.M. to 5:00 P.M. -- Saturday and Sunday -- "No Parking Except Berger Park Employee Permit Only";<br><br>West Juneway Terrace, at North Marshfield Avenue -- "Stop"; |

---

*Referred* -- CONSIDERATION FOR INSTALLATION OF "NO GARBAGE PICKING" SIGNS IN PUBLIC ALLEYS BOUNDED BY EAST 31<sup>ST</sup> STREET, EAST 37<sup>TH</sup> STREET, SOUTH INDIANA AVENUE AND SOUTH DR. MARTIN LUTHER KING, JR. DRIVE.

Alderman Haithcock (2<sup>nd</sup> Ward) presented a proposed ordinance to give consideration to the installation of "No Garbage Picking" signs in all alleys bounded by East 31<sup>st</sup> Street, East 37<sup>th</sup> Street, South Indiana Avenue and South Dr. Martin Luther King, Jr. Drive, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred --* AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
ERECTION OF "TWO-WAY STOP" SIGNS ON PORTION  
OF EAST 83<sup>RD</sup> STREET.

Alderman Stroger (8<sup>th</sup> Ward) presented an ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "East 83<sup>rd</sup> Street, at South Avalon Avenue -- 'Two-Way Stop'", which was *Referred to the Committee on Traffic Control and Safety*.

---

2. ZONING ORDINANCE AMENDMENTS.

---

*Referred --* ZONING RECLASSIFICATION  
OF PARTICULAR AREAS.

The aldermen named below presented fourteen proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

*BY ALDERMAN HAITHCOCK* (2<sup>nd</sup> Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 8-E described as:

the north 22.9 feet of Lot 3 in Charles Cleaver's Subdivision of Lots 3 to 6, inclusive, in Block 2 in Dyer and Davisson's Subdivision of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

*BY ALDERMAN STROGER* (8<sup>th</sup> Ward):

To classify as a C2-1 General Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 20-C bounded by:

a line 100 feet northwest of and parallel to South Oglesby Avenue; the public alley next northeast of and parallel to South South Chicago Avenue; South Oglesby Avenue; and South South Chicago Avenue.

*BY ALDERMAN OLIVO (13<sup>th</sup> Ward):*

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map Number 16-K bounded by:

West 63<sup>rd</sup> Street; South Keeler Avenue; the public alley next south of and parallel to West 63<sup>rd</sup> Street; South Tripp Avenue; and West 63<sup>rd</sup> Street.

*BY ALDERMAN CHANDLER (24<sup>th</sup> Ward):*

To classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map Number 4-K bounded by:

the south line of the alley next south of and parallel to West Roosevelt Road; South Pulaski Road; a line 96.5 feet south of the alley next south of and parallel to West Roosevelt Road; and the alley next west of and parallel to South Pulaski Road.

*BY ALDERMAN MATLAK (32<sup>nd</sup> Ward):*

To classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map Number 7-G bounded by:

a line 294 feet north of and parallel to West Wrightwood Avenue; North Bosworth Avenue; a line 256 feet north of and parallel to West Wrightwood Avenue; and the alley next west of and parallel to North Bosworth Avenue (commonly known as 2626 North Bosworth Avenue).

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 9-G bounded by:

a line 26.783 feet south of and parallel to West Bloomingdale Avenue; North Wood Street; a line 53.566 feet south of and parallel to West Bloomingdale Avenue; and a line 125.008 feet west of and parallel to North Wood Street (commonly known as 1756 North Wood Street).

To classify as a C1-3 Restricted Commercial District instead of a B3-3 General Retail District the area shown on Map Number 9-H bounded by:

a line 48 feet southeast of West Melrose Street, as measured at the southwesterly right-of-way line of North Lincoln Avenue and perpendicular thereto; North Lincoln Avenue; a line 72 feet southeast of West Melrose Street, as measured at the southwesterly right-of-way line of North Lincoln Avenue and perpendicular thereto; and the alley next southwest of North Lincoln Avenue (commonly known as 3222 North Lincoln Avenue).

To classify as a B2-2 Restricted Retail District instead of Special District 10 the area shown on Map Number 9-H bounded by:

the alley next north of and parallel to West Roscoe Street; a line 48 feet west of and parallel to North Claremont Avenue; West Roscoe Street; and a line 96 feet west of and parallel to North Claremont Avenue (commonly known as 2338 -- 2340 West Roscoe Street).

*BY ALDERMAN HANSEN (44<sup>th</sup> Ward):*

To classify as a C1-1 Restricted Commercial District instead of an R4 General Residence and Special District 5 the area shown on Map Number 9-G bounded by:

the alley next north of and parallel to West Addison Street; a line 25 feet east of and parallel to North Racine Avenue; West Addison Street; and North Racine Avenue, returning to the point of origin.

To classify as a B4-3 Restricted Service District instead of a B4-2 Restricted Service District the area shown on Map Number 9-G bounded by:

a line 66.59 feet north of and parallel to West Henderson Street; North Southport Avenue; a line 41.59 feet north of and parallel to West Henderson Street; and the alley next west of and parallel to North Southport Avenue, returning to the point of origin.

*BY ALDERMAN SHILLER (46<sup>th</sup> Ward):*

To classify as a B5-3 General Service District instead of a B5-5 General Service District the area shown on Map Number 11-G bounded by:

West Lawrence Avenue; the alley next east of and parallel to North Sheridan Road; West Lakeside Place; and North Sheridan Road.

*BY ALDERMAN SCHULTER (47<sup>th</sup> Ward):*

To classify as Residential Business Institutional Planned Development Number 612 instead of Business Institutional Planned Development Number 612 the area shown on Map Number 11-H bounded by:

West Belle Plaine Avenue; North Oakley Avenue; West Irving Park Road; and North Western Avenue.

*BY ALDERMAN STONE (50<sup>th</sup> Ward):*

To classify as a B4-1 Restricted Service District instead of a B3-2 General Retail District the area shown on Map Number 17-I bounded by:

the public alley next north of and parallel to West Devon Avenue; North Fairfield Avenue; West Devon Avenue; and North California Avenue.

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map Number 19-I bounded by:

the public alley next north of and parallel to West Touhy Avenue; a line 190 feet east of and parallel to North California Avenue; West Touhy Avenue; and a line 70 feet east of and parallel to North California Avenue.

---

### 3. CLAIMS.

---

#### *Referred -- CLAIMS AGAINST CITY OF CHICAGO.*

The aldermen named below presented one hundred sixteen 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                                                                                                                                                                            |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>RUGAI</i> (19 <sup>th</sup> Ward)    | Beverly Lane Townhomes;<br>Mr. Mark Conrad;                                                                                                                                         |
| <i>ZALEWSKI</i> (23 <sup>rd</sup> Ward) | Villa Court Condominium Association;<br>6646 West 64 <sup>th</sup> Place Corporation (3);                                                                                           |
| <i>BURNETT</i> (27 <sup>th</sup> Ward)  | Ms. Mattie E. Brown;                                                                                                                                                                |
| <i>WOJCIK</i> (30 <sup>th</sup> Ward)   | The Fountaineaire Condominium;<br>Ms. Mary E. Wagner;                                                                                                                               |
| <i>MATLAK</i> (32 <sup>nd</sup> Ward)   | Bucktown Gardens Condominium Association;<br>Marshfield Lofts Condominium Association;                                                                                              |
| <i>BANKS</i> (36 <sup>th</sup> Ward)    | Belmont Building;<br>Mr. Carl J. Menconi;<br>Nottingham Manor Condominium Association;<br>2147 North Harlem Building Association;<br>2155 North Harlem Avenue Building Association; |
| <i>ALLEN</i> (38 <sup>th</sup> Ward)    | Arbor Lane Condominium Association;<br>Avanti Point Condominium Association;                                                                                                        |

## Alderman

## Claimant

Leland Manor Condominium Association;

Merrimac Square Condominium  
Association II;

Merrimac Square Condominium  
Association III;

Ridgemoor Estates I Condominium  
Association;

Ridgemoor Estates Condominium  
Association IV;

3821 North Narragansett Condominium  
Association;

*O'CONNOR* (40<sup>th</sup> Ward)

Glenwood Homes Condominium  
Association (2);

*DOHERTY* (41<sup>st</sup> Ward)

Birch Tree Manor Condominium  
Association Number 3;

Birch Tree Manor Number 5  
Condominium Association;

Cumberland Crossing Condominium  
Association;

Edgewood Manor Condominium  
Association Number 1;

Edison Village Condominium;

The Edisonaire Condominiums;

Evelyn Lane Condominium;

Forest Towers Condominium Number 1;

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN

92035

Alderman

Claimant

Niagara North Condominium  
Association;

Northwest Garden Apartment  
Condominium Association;

Norwood Manor Condominium  
Association;

Palatine Condominium Association;

Parkview Condominium West, Inc.;

*NATARUS* (42<sup>nd</sup> Ward)

Cedar Street Corporation;

The Grand Ohio Condominium  
Association;

Kinzie Park Tower Condominium  
Association (2);

Kinzie Park Townhome Association (2);

Kinzie Station Condominium  
Association;

One Magnificent Mile Condominium  
Association;

Park Shore Condominium Association;

South River Park Condominium  
Association (2);

Streeterville Center Condominium  
Association;

100 East Huron Street Condominium  
Association;



## Alderman

## Claimant

132 East Delaware Place Condominium  
Association;

155 Harbor Drive Condominium  
Association;

161 Chicago Avenue East Condominium  
Association;

400 East Ohio Condominium  
Association;

535 North Michigan Avenue  
Condominium Association;

680 Lake Residence Condominium  
Association;

680 South Residence Condominium  
Association;

680 Tower Residence Condominium  
Association;

*DALEY* (43<sup>rd</sup> Ward)

Lincoln Park Tower Condominium  
Association;

941 West Wrightwood Condominium  
Association (The Limited Editions);

1448 Lake Shore Drive Building  
Corporation;

1540 Lake Shore Drive Corporation;

2626 Lakeview Condominium  
Association;

*HANSEN* (44<sup>th</sup> Ward)

Wellington Manor Condominium  
Association (2);

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN

92037

| Alderman                                | Claimant                                                                                                                                                                                                                                                                |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>LEVAR</i> (45 <sup>th</sup> Ward)    | Carousel Court Condominium;<br>4850-52-54 North Linder Building;                                                                                                                                                                                                        |
| <i>SHILLER</i> (46 <sup>th</sup> Ward)  | Andersonville Manor Condominium<br>Association;<br>3600 Condominium Association;<br>3950 North Lake Shore Drive<br>Condominium Association;<br>4343 Clarendon Condominium<br>Association;                                                                               |
| <i>M. SMITH</i> (48 <sup>th</sup> Ward) | 939 -- 943 West Ainslie Condominium<br>Association (2);<br>930 -- 932 West Margate Terrace<br>Condominium Association (2);<br>Park Place Condominium Association (2);<br>Thorndale Beach South Condominium<br>Association;<br>Win-Beach Condominium Association<br>(6); |
| <i>MOORE</i> (49 <sup>th</sup> Ward)    | Albion Condominium Association;<br>Casa Bonita Condominium Association;<br>The Castle Condominium Association;<br>Chaseland Condominium Association;                                                                                                                    |

Alderman

Claimant

Estes Court Condominium Association  
(2);

Farwell Condominium Association;

Farwell Court Condominium  
Association (2);

Farwell Estates Condominium  
Association;

Greenleaf Condominium Association (2);

Greenview Building Corporation;

Jonquil Terrace Condominium  
Association;

Lunt Court Condominium;

Manresa Terrace Condominium  
Association;

Northgate Pier Condominium  
Association;

North Shore Beach Condominium  
Association;

Pratt Shore Condominium Association;

Sheridan Lakeside Condominium  
Association;

Sherwin Condominium Association;

1517 -- 1519 West Lunt Condominiums;

1629 -- 1631 West Fargo Condominium  
(2);

1637 -- 1639 West Chase Condominium  
Association;

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN

92039

Alderman

Claimant

STONE (50<sup>th</sup> Ward)

Artesian Courts Condominium;

Bellmore South Condominium  
Association;

Mozart Condominium Association;

2654 -- 2656 West Fitch;

7143 -- 7145 North Washtenaw  
Condominium Association.

---

4. UNCLASSIFIED MATTERS.

*(Arranged In Order According To Ward Number)*

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

**ALDERMAN GRANATO (1<sup>st</sup> Ward):**

*Referred* -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022  
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF  
SUBSECTION 1.1 WHICH RESTRICTED ISSUANCE  
OF ADDITIONAL ALCOHOLIC LIQUOR  
LICENSES ON PORTION OF  
WEST CHICAGO AVENUE.

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting Subsection 1.1 which restricted the issuance of

additional alcoholic liquor licenses on West Chicago Avenue, from North Noble Street to North Ashland Avenue, which was *Referred to the Committee on License and Consumer Protection*.

---

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY  
APPLICANTS FOR SIDEWALK CAFES.*

Also, three proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Alliance Bakery -- 1736 West Division Street;

Blue Line -- 1548 North Damen Avenue; and

Papa Jin -- 1551 North Milwaukee Avenue.

---

*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:

Crown Properties of Illinois, L.L.C. -- 1521 West Haddon Street;

Mr. Steve Livaditis/1471 North Wicker Park Boulevard, L.L.C. -- 1441 North Wicker Park Avenue; and

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 92041

Mr. Steve Livaditis/1471 North Wicker Park Boulevard, L.L.C. -- 1449 North Wicker Park Avenue.

---

*Referred* -- AUTHORIZATION FOR WAIVER OF STREET  
CLOSURE PERMIT FEES FOR PARTICIPANTS IN  
WICKER PARK SCULPTURE INSTALLATION.

Also, a proposed order authorizing the Director of Revenue to waive the street closure permit fees for Mr. Stevenson Crain for a Wicker Park sculpture installation to be held July 23, 2002, which was *Referred to the Committee on Special Events and Cultural Affairs*.

---

*Referred* -- PERMISSION TO PARK PICKUP TRUCK AND/OR  
VAN AT 1226 NORTH GREENVIEW AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Jose I. Gonzalez to park his pickup truck and/or van at 1226 North Greenview Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMITS  
TO CONSTRUCT, MAINTAIN AND USE CANOPY  
AT 756 NORTH WESTERN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Farmer's Pride to construct, maintain and use one canopy to be attached or attached to the building or structure at 756 North Western Avenue, which were *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN GRANATO (1<sup>st</sup> Ward)  
And OTHERS:**

*Referred --* AMENDMENT OF TITLE 7, CHAPTER 12 OF MUNICIPAL  
CODE OF CHICAGO BY ADDITION OF NEW SECTION 380  
WHICH WOULD PROHIBIT SALE OR POSSESSION  
OF SNAKEHEAD FISH.

A proposed ordinance, presented by Aldermen Granato, Murphy, Rugai, E. Smith, Mell and Hansen, to amend Title 7, Chapter 12 of the Municipal Code of Chicago by the addition of new Section 380 which would prohibit any person from importing, selling, transporting, carrying, owning or possessing Snakehead fish except for approved zoological, educational, medical or scientific purposes and prohibit the release of such fish into any river, lake, pond, lagoon or other waterway within the city and further, establish a fine of not less than \$100.00 nor more than \$1,000.00 or incarceration for a period not to exceed six months, or both, for violations thereof, which was *Referred to a Joint Committee composed of the members of the Committee on Energy, Environmental Protection and Public Utilities and the members of the Committee on Health.*

---

*Referred --* AMENDMENT OF TITLE 8, CHAPTER 8 OF  
MUNICIPAL CODE OF CHICAGO BY INCREASING  
FINES FOR PROSTITUTION.

Also, a proposed ordinance, presented by Aldermen Granato, Carothers, Suarez and Matlak, to amend Title 8, Chapter 8 of the Municipal Code of Chicago which would increase fines for certain activities associated with prostitution, including solicitation or solicitation of another person for purposes of prostitution, directing or transporting any person for immoral purposes, or receiving any person within a vehicle for purposes of lewdness or prostitution, which was *Referred to the Committee on Police and Fire.*

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 92043

Presented by

**ALDERMAN HAITHCOCK (2<sup>nd</sup> Ward):**

*Referred* -- EXEMPTION OF VARIOUS APPLICANTS FROM  
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Three 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 at the locations specified during the periods noted, which were *Referred to the Committee on Finance*, as follows:

Mercy Hospital and Medical Center, 2510 South Dr. Martin Luther King, Jr. Drive -- for year ending August 16, 2002;

University of Chicago, various locations -- for year ending December 31, 2003;  
and

University of Chicago Hospitals, various locations -- for year ending August 15, 2002.

---

*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:

The Carriage House Lofts, L.L.C. -- to maintain and use, as now constructed, one super basin adjacent to 1545 -- 1559 South State Street; and

Illinois Institute of Technology -- to construct, install, maintain and use two signs adjacent to 3100 South State Street.



*Referred* -- AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY  
PERMITS, FREE OF CHARGE, TO LANDMARK PROPERTY  
AT 3228 SOUTH PRAIRIE AVENUE.

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 3228 South Prairie Avenue for interior and exterior restoration of a rowhouse, which was *Referred to the Committee on Historical Landmark Preservation*.

---

Presented By

**ALDERMAN PRECKWINKLE (4<sup>th</sup> Ward):**

*Referred* -- AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY  
PERMITS, FREE OF CHARGE, TO LANDMARK PROPERTY  
AT 4413 SOUTH ELLIS AVENUE.

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 4413 South Ellis Avenue for interior rehabilitation of a single-family home, which was *Referred to the Committee on Historical Landmark Preservation*.

---

Presented By

**ALDERMAN HAIRSTON (5<sup>th</sup> Ward):**

*Referred* -- AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY  
PERMITS, FREE OF CHARGE, TO LANDMARK PROPERTY  
AT 7121 SOUTH PAXTON AVENUE.

A proposed order authorizing the Director of Revenue and the Commissioners of

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 92045

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 7121 South Paxton Avenue for construction of a new garage and replacement of a driveway, which was *Referred to the Committee on Historical Landmark Preservation.*

---

*Referred --* AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT  
AND FOOD VENDOR LICENSE FEES FOR  
PARTICIPANTS IN JAZZFEST 2002.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant and Food Vendor License fees for the participants in JazzFest 2002, to be held on the South Shore Cultural Center grounds, 7059 South South Shore Drive, on August 4, 2002, from 11:30 A.M. to 9:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

---

Presented By

**ALDERMAN LYLE (6<sup>th</sup> Ward):**

*Rules Suspended --* AUTHORIZATION FOR GRANT OF PRIVILEGE  
TO SOUL VEGETARIAN FOR SIDEWALK CAFES.

A proposed ordinance reading as follows:

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

SECTION 1. Permission and authority are hereby given and granted to Soul Vegetarian, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for sidewalk cafes adjacent to its premises located at 205 East 75<sup>th</sup> Street. Said sidewalk cafe area Number 1 shall be fifty-four (54) feet in length and twenty-eight (28) feet in width and sidewalk cafe area Number 2 shall be one hundred (100) feet in length and three (3) feet in width

for a total of one thousand seven hundred forty (1,740) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along South Indiana Avenue (allowing seventy-two (72) feet for two (2) hedges in computing total square footage) and East 75<sup>th</sup> Street. The compensation for said space and the days and hours of operation for the sidewalk cafes shall be as follows:

Monday through Thursday, 11:00 A.M. to 10:00 P.M.

Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Sunday, 9:00 A.M. to 9:00 P.M.

Compensation: \$957.00/Seating: 90.

This grant of privilege Number 1019819 for sidewalk cafes shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Alderman Lyle moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman Lyle, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

Nays -- None.

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

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN

92047

Presented By

**ALDERMAN BEAVERS (7<sup>th</sup> Ward):**

*Referred --* EXEMPTION OF BUCKINGHAM SCHOOL/CHICAGO  
PUBLIC SCHOOLS FROM PHYSICAL BARRIER  
REQUIREMENT PERTAINING TO ALLEY  
ACCESSIBILITY FOR PARKING  
FACILITIES FOR 9207  
SOUTH PHILLIPS  
AVENUE.

A proposed ordinance to exempt Buckingham School/Chicago Public Schools from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 9207 South Phillips 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 STROGER (8<sup>th</sup> Ward):**

*Referred --* EXEMPTION OF WILTON DEVELOPMENT CORP. FROM  
PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY FOR SPECIFIED  
PARKING FACILITIES.

Three proposed ordinances to exempt Wilton Development Corp. 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:

8700 -- 8722 South Stony Island Avenue

1545 East 87<sup>th</sup> Street; and

1547 -- 1559 East 87<sup>th</sup> Street.

---

Presented By

**ALDERMAN BEALE (9<sup>th</sup> Ward):**

*Referred --* EXEMPTION OF MR. JACOB SAJAN/KADALIMATION, INC.  
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES  
FOR 721 EAST 103<sup>RD</sup> STREET.

A proposed ordinance to exempt Mr. Jacob Sajan/Kadalimation, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 721 East 103<sup>rd</sup> 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 WAIVER OF FOOD VENDOR AND  
ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS  
IN BEALE ORGANIZATION AND CABM YOUTH  
FOUNDATION CARNIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for the participants in the Beale Organization and CABM Youth Foundation Carnival to be held in the Gately Stadium parking lot, 801 East 103<sup>rd</sup> Street, for the period extending July 31 to August 4, 2002, which was *Referred to the Committee on Special Events and Cultural Affairs*.

*Referred* -- CONSIDERATION FOR INSTALLATION OF TRAFFIC  
CIRCLE AT SOUTH CALUMET AVENUE  
AND EAST 105<sup>TH</sup> STREET.

Also, a proposed order authorizing the Commissioner of Transportation to give consideration for installation of a traffic circle at the intersection of South Calumet Avenue and East 105<sup>th</sup> Street, which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERMAN POPE (10<sup>th</sup> Ward):**

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY  
APPLICANTS FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Norfolk & Western Railway Co. -- to maintain and use a switch track at street grade adjacent to 2054 East 110<sup>th</sup> Street; and

Rincon Home Development, Ltd. -- to maintain and use one existing porch adjacent to 10259 South Commercial Avenue.

---

*Referred* -- APPROVAL OF PROPERTY AT EAST 126<sup>TH</sup> STREET AND  
SOUTH TORRENCE AVENUE AS CLASS 6(b) AND ELIGIBLE  
FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve certain property at East 126<sup>th</sup> Street and South Torrence Avenue as eligible for Class 6(b) tax incentives under the Cook

County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development.*

---

Presented By

**ALDERMAN BALCER (11<sup>th</sup> Ward):**

*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL  
SIGN/SIGNBOARD AT 333 WEST 35<sup>TH</sup> STREET.

A proposed order directing the Commissioner of Buildings to issue a permit to All-American Sign Company, Inc., to install a sign/signboard at 333 West 35<sup>th</sup> Street, which was *Referred to the Committee on Buildings.*

---

Presented By

**ALDERMAN FRIAS (12<sup>th</sup> Ward):**

*Referred --* AUTHORIZATION FOR WAIVER OF SPECIFIED PERMIT  
AND LICENSE FEES FOR PARTICIPANTS  
IN VARIOUS EVENTS.

Two proposed orders authorizing the Director of Revenue and the Commissioner of Transportation 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:

12<sup>th</sup> Ward Regular Democratic Organization Carnival -- to be held at the Swap-O-Rama parking lot, 4100 South Ashland Avenue, for the period extending July 25 through July 28, 2002 (Food Vendor and Itinerant Merchant License fees and Street Closure, Mechanical Rides and Tent Permit fees); and

47<sup>th</sup> Street Chamber of Commerce/Fiesta Patrias -- to be held at South Western Avenue and West 47<sup>th</sup> Street, for the period extending August 30 through September 2, 2002 (Food Vendor and Itinerant Merchant License fees and Street Closure, Mechanical Rides and Tent Permit fees).

---

*Referred* -- PERMISSION TO PARK PICKUP TRUCKS  
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Vito S. Mares -- 2700 South Spaulding Avenue (Chevrolet);

Mr. Vito S. Mares -- 2700 South Spaulding Avenue (Ford);

Mr. Israel Ugart -- 4615 South Winchester Avenue; and

Mr. Eudelio Vasquez -- 2527 South Sawyer Avenue.

---

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO CONSTRUCT, MAINTAIN AND USE CANOPIES  
AT 2500 SOUTH SAWYER AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Tony's Finer Foods to construct, maintain and use twelve canopies to be attached or attached to the building or structure at 2500 South Sawyer Avenue, which was *Referred to the Committee on Transportation and Public Way*.



Presented By

**ALDERMAN OLIVO (13<sup>th</sup> Ward):**

*Referred --* AUTHORIZATION FOR CONSTRUCTION  
OF CUL-DE-SAC ON PORTION OF  
WEST 59<sup>TH</sup> PLACE.

A proposed ordinance authorizing the Commissioner of Transportation to cause the construction of a cul-de-sac on West 59<sup>th</sup> Place, at the first alley east of South Pulaski Road, which was *Referred to the Committee on Transportation and Public Way.*

---

*Referred --* AUTHORIZATION FOR ISSUANCE OF  
PERMIT TO INSTALL SIGN/SIGNBOARD AT  
7333 SOUTH PULASKI ROAD.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Ideal Outdoor to install a sign/signboard at 7333 South Pulaski Road, which was *Referred to the Committee on Buildings.*

---

*Referred --* AUTHORIZATION FOR WAIVER OF SPECIAL EVENT  
RAFFLE LICENSE FEE FOR PARTICIPANTS IN SAINT  
MARY STAR OF THE SEA ANNUAL RAFFLE.

Also, a proposed order authorizing the Director of Revenue to waive the Special Event Raffle License fee for the participants in Saint Mary Star of the Sea Annual Raffle to be held at 6435 South Kilbourn Avenue on March 22, 2003, which was *Referred to the Committee on Special Events and Cultural Affairs.*

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 92053

*Referred -- PERMISSION TO PARK PICKUP TRUCKS  
AND/OR VANS AT SPECIFIED LOCATIONS.*

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Jeffrey T. Gaull -- 5912 South Kenneth Avenue;

Mr. Jonathan Soule -- 5959 South Kilbourn Avenue; and

Ms. Mary A. West -- 6337 South Kilbourn Avenue.

---

Presented By

**ALDERMAN BURKE (14<sup>th</sup> Ward):**

*Referred -- AUTHORIZATION FOR VACATION  
OF PORTION OF WEST 51<sup>ST</sup> PLACE.*

A proposed ordinance authorizing the vacation of a portion of West 51<sup>st</sup> Place (33 feet wide) lying between the east line of South Oakley Avenue and a line 445.6 feet, more or less, east of the east line of South Oakley Avenue, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred -- APPROVAL OF PROPERTY AT 4532 SOUTH  
KOLIN AVENUE AS CLASS 6(b) AND ELIGIBLE  
FOR COOK COUNTY TAX INCENTIVES.*

Also, a proposed resolution to approve the property at 4532 South Kolin Avenue as

eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development*.

---

Presented By

**ALDERMAN T. THOMAS (15<sup>th</sup> Ward):**

*Referred --* EXEMPTION OF CHURCHVIEW SUPPORTIVE LIVING  
FACILITY FROM PHYSICAL BARRIER REQUIREMENT  
PERTAINING TO ALLEY ACCESSIBILITY  
FOR PARKING FACILITIES FOR  
2626 WEST 63<sup>RD</sup> STREET.

A proposed ordinance to exempt Churchview Supportive Living Facility from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2626 West 63<sup>rd</sup> 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 MURPHY (18<sup>th</sup> Ward):**

*Referred --* PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF WEST 83<sup>RD</sup> STREET FOR CONDUCT OF  
NEIGHBORHOOD FAMILY FUN WEEKEND.

A proposed order directing the Commissioner of Transportation to grant permission to The Community of Saint Denis, 8301 South St. Louis Avenue, to close to traffic that portion of West 83<sup>rd</sup> Street, from South St. Louis Avenue west to the street terminus, for the conduct of Neighborhood Family Fun Weekend for the period

extending July 26 to July 28, 2002, which was *Referred to the Committee on Special Events and Cultural Affairs*.

---

Presented By

**ALDERMAN RUGAI (19<sup>th</sup> Ward):**

*Referred --* AUTHORIZATION FOR WAIVER OF RAFFLE  
LICENSE FEES FOR PARTICIPANTS IN  
SAINT BARNABAS PARISH RAFFLE.

A proposed ordinance authorizing the Director of Revenue to waive the Raffle License fees for the participants in the Saint Barnabas Parish Raffle to be held at 10134 South Longwood Drive on October 5, 2002 and March 14, 2003, which was *Referred to the Committee on Special Events and Cultural Affairs*.

---

*Referred --* AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC  
CIRCLES AT SPECIFIED INTERSECTIONS.

Also, two proposed ordinances authorizing the Commissioner of Transportation to construct traffic circles at the intersections specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

West 100<sup>th</sup> Street and South Bell Avenue; and

West 100<sup>th</sup> Street and South Hoyne Avenue.

*Referred* -- AUTHORIZATION FOR WAIVER OF TENT INSTALLATION  
PERMIT, FOOD VENDOR AND RAFFLE LICENSE FEES  
FOR PARTICIPANTS IN SAINT JOHN  
FISHER'S "FISHERFEST".

Also, a proposed order authorizing the Director of Revenue to waive the Tent Installation Permit, Raffle and Food Vendor License fees for the participants in Saint John Fisher's "Fisherfest" to be held at 10234 South Washtenaw Avenue for the period extending September 13 through September 15, 2003, which was *Referred to the Committee on Special Events and Cultural Affairs*.

---

Presented By

**ALDERMAN TROUTMAN (20<sup>th</sup> Ward):**

*Referred* -- AUTHORIZATION FOR DONATION OF AMBULANCE  
TO NANA ADU PAAKO FIRST TRUST IN  
SUHUM, GHANA.

A proposed ordinance authorizing the purchasing agent to enter into and execute any necessary documents for the donation of one obsolete ambulance to the volunteer organization Nana Adu Paako First Trust in the municipality of Suhum, Ghana, free and clear of any liens or encumbrances, in an "as is" condition, which was *Referred to the Committee on Police and Fire*.

---

*Referred* -- EXEMPTION OF MR. JOHN WALKOSZ FROM PHYSICAL  
BARRIER REQUIREMENT PERTAINING TO ALLEY  
ACCESSIBILITY FOR PARKING FACILITIES  
FOR 6116 SOUTH UNIVERSITY AVENUE.

Also, a proposed ordinance to exempt Mr. John Walkosz from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6116 South

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 92057

University 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 DE VILLE (21<sup>st</sup> Ward):**

*Referred --* AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC  
CIRCLES AT SPECIFIED INTERSECTIONS.

Two proposed ordinances authorizing the Commissioner of Transportation to construct traffic circles at the intersections specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

West 92<sup>nd</sup> Street and South LaSalle Street; and

West 92<sup>nd</sup> Street and South Normal Avenue.

---

Presented By

**ALDERMAN MUNOZ (22<sup>nd</sup> Ward):**

*Referred --* PERMISSION TO PARK PICKUP TRUCKS  
AND/OR VANS AT SPECIFIED LOCATIONS.

Four proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Salvador Gomez -- 3012 South Central Park Avenue;

Mr Sergio Marin -- 2518 South Harding Avenue;

Mr. Angel Jesus Marvi --- 2642 South Spaulding Avenue; and

Mr. Georgorio Villegas -- 3045 South Springfield Avenue.

---

Presented By

**ALDERMAN ZALEWSKI (23<sup>rd</sup> Ward):**

*Referred* -- PERMISSION TO PARK PICKUP TRUCKS  
AND/OR VANS AT SPECIFIED LOCATIONS.

Ten proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Randy Aderman -- 5824 South Natoma Avenue;

Mr. Edward Escamilla --5530 South Nottingham Avenue;

Mr. Paul Escamilla -- 5530 South Nottingham Avenue;

Mr. Luis S. Huerta -- 4842 South Springfield Avenue;

Mr. Neil Kilcoyne -- 5233 South Melvina Avenue;

Mr. George Koskinas -- 6044 West 63<sup>rd</sup> Street;

Mr. Elias Lopez -- 5300 South Tripp Avenue;

Mr. James Poljak -- 5514 South Sayre Avenue;

Mr. Andrew J. Terracciano -- 5806 West 64<sup>th</sup> Place; and

Mr. Dominick Vinelli -- 5858 South Austin Avenue.

---

Presented By

**ALDERMAN CHANDLER (24<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

A proposed ordinance to amend the ordinance which established the Adjacent Neighbors Land Acquisition Program (passed by the City Council on September 14, 1994 and printed at page 56195 of the *Journal of the Proceedings of the City Council*) by increasing from Ten Thousand Dollars to Twenty Thousand Dollars the fair market value of a parcel as defined in Section 4 and further, by increasing from Three Hundred Dollars to Seven Hundred Dollars the minimum purchase price as specified in Section 6, which was *Referred to the Committee on Housing and Real Estate*.

---

*Referred* -- EXEMPTION OF SUN RISE MISSIONARY BAPTIST CHURCH  
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR  
4533 WEST VAN BUREN STREET.

Also, a proposed ordinance to exempt Sun Rise Missionary Baptist Church from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4533 West Van Buren 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 WAIVER OF ITINERANT MERCHANT  
AND FOOD VENDOR LICENSE FEES FOR PARTICIPANTS  
IN TASTE OF BLESSED SACRAMENT.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant and Food Vendor License fees for the participants in the Taste of Blessed Sacrament, to be held at Blessed Sacrament parish, 3600 West Cermak Road, on August 31, 2002, during the hours of 10:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

---

Presented By

**ALDERMAN SOLIS (25<sup>th</sup> Ward):**

*Referred --* AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY  
SPECIAL EVENT PERMITS AND LICENSES, FREE OF  
CHARGE, TO APPLICANTS AND PARTICIPANTS IN  
SHRINE OF OUR LADY OF POMPEI PICNIC.

A proposed ordinance authorizing the Director of Revenue and the Commissioners of Buildings, Transportation and Streets and Sanitation to issue all necessary special event permits and licenses, free of charge, to the applicants and participants in the Shrine of Our Lady of Pompei Picnic, to be held at 1420 West Taylor Street on August 11, 2002, which was *Referred to the Committee on Special Events and Cultural Affairs.*

---

*Referred --* STANDARDIZATION OF PORTION  
OF SOUTH WENTWORTH AVENUE  
AS "DR. SUN YAT SEN WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of South Wentworth Avenue,

from West Cermak Road south to West 26<sup>th</sup> Street, as "Dr. Sun Yat Sen Way", which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERMAN OCASIO (26<sup>th</sup> Ward):**

*Referred --* EXEMPTION OF MATERNITY BVM CATHOLIC  
SCHOOL FROM ALL CITY FEES UNDER  
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Maternity BVM Catholic School with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) at 3647 West North Avenue for a one year period ending November 15, 2003, which was *Referred to the Committee on Finance*.

---

*Referred --* AUTHORIZATION FOR WAIVER OF SPECIFIED  
PERMIT AND LICENSE FEES FOR PARTICIPANTS  
IN FIESTA BORICUA.

Also, a proposed ordinance authorizing the Director of Revenue to waive the Special Event, Food Vendor License, Mechanical Rides, Tent Installation and Street Closure Permits fees for the participants in Fiesta Boricua to be held at West Division Street, from North Western Avenue to North Mozart Street, on September 1, 2002, which was *Referred to the Committee on Special Events and Cultural Affairs*.

*Referred --* EXEMPTION OF PARKING FACILITY AT  
2612 WEST BARRY AVENUE FROM PHYSICAL  
BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY.

Also, a proposed ordinance to exempt the parking facility at 2612 West Barry Avenue from the physical barrier requirement pertaining to alley accessibility, 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 CONSTRUCTION  
OF CUL-DE-SAC ON PORTION OF  
NORTH FAIRFIELD AVENUE.

Also, a proposed ordinance authorizing the Commissioner of Transportation to cause the construction of a cul-de-sac on North Fairfield Avenue, north of West Fullerton Avenue, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred --* STANDARDIZATION OF PORTION OF  
NORTH WASHTENAW AVENUE AS  
"BERNARD SHAPIRO AVENUE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of North Washtenaw Avenue, lying between West Schubert Avenue to the street terminus, as "Bernard Shapiro Avenue", which was *Referred to the Committee on Transportation and Public Way*.

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 92063

*Referred* -- AUTHORIZATION FOR ISSUANCE OF  
PERMIT TO INSTALL SIGN/SIGNBOARD AT  
1431 NORTH CLAREMONT AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to White Way Sign Company to install a sign/signboard at 1431 North Claremont Avenue, which was *Referred to the Committee on Buildings*.

---

Presented By

**ALDERMAN BURNETT (27<sup>th</sup> Ward):**

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY  
APPLICANTS FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

The Metro -- to construct, install, maintain and use one balcony and one canopy adjacent to 1200 West Monroe Street; and

Wellington Trunk & Case Company, Inc. -- to maintain and use, as now constructed, one three-ton monorail and jib crane adjacent to 1134 West Hubbard Street.

---

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL  
SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to Scadron Outdoor Advertising, L.L.C. to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

900 West Jackson Boulevard; and

1012 West Randolph Street.

---

*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO CONSTRUCT, MAINTAIN AND USE CANOPY AT  
1001 WEST WASHINGTON BOULEVARD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Hoops, Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 1001 West Washington Boulevard, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred --* CONSIDERATION FOR INSTALLATION OF CUL-DE-SAC  
ON PORTION OF WEST IOWA STREET.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of a cul-de-sac on West Iowa Street, at the intersection of North St. Louis Avenue, which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERMAN E. SMITH (28<sup>th</sup> Ward):**

*Referred --* CONSIDERATION FOR INSTALLATION OF TRAFFIC CIRCLES  
AT SPECIFIED INTERSECTIONS.

Two proposed orders authorizing the Commissioner of Transportation to give

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 92065

consideration to the installation of traffic circles at the intersections specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

South Fairfield Avenue, at West 13<sup>th</sup> Street and West 14<sup>th</sup> Street; and

South Washtenaw Avenue, at West 13<sup>th</sup> Street and West 14<sup>th</sup> Street.

---

Presented By

**ALDERMAN CAROTHERS (29<sup>th</sup> Ward):**

*Referred --* EXEMPTION OF WOJCIECH KONDRAK/COMPACT CARS  
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY FOR PARKING FACILITIES  
FOR 5915 WEST GRAND AVENUE.

A proposed ordinance to exempt Wojciech Kondrak/Compact Cars from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5915 West Grand Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMIT TO  
CONSTRUCT, MAINTAIN AND USE CANOPIES  
AT 5708 WEST MADISON STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Smith & Thomas Funeral Home to construct, maintain and use two canopies to be attached or attached to the building or structure at 5708 West Madison Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN WOJCIK (30<sup>th</sup> Ward):**

*Referred --* AUTHORIZATION FOR WAIVER OF SPECIFIED  
PERMIT AND LICENSE FEES FOR SAINT  
PHILOMENA PARISH CARNIVAL.

Two proposed orders authorizing the waiver of the permits and license fees specified for the Saint Philomena Parish Carnival, to be held at 4131 West Courtland Avenue during the periods indicated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

August 19 through August 25, 2002 (Street Closure Permit fees); and

August 22 through August 25, 2002 (Food Vendor and Itinerant Merchant License fees).

---

Presented By

**ALDERMAN SUAREZ (31<sup>st</sup> Ward):**

*Referred --* GRANT OF PRIVILEGE TO ARMITAGE KOSTNER CURRENCY  
EXCHANGE TO CONSTRUCT, INSTALL, MAINTAIN  
AND USE PLANTERS ADJACENT TO  
4400 WEST ARMITAGE AVENUE.

A proposed ordinance to grant permission and authority to Armitage Kostner Currency Exchange to construct, install, maintain and use fourteen planters adjacent to 4400 West Armitage Avenue, which was *Referred to the Committee on Transportation and Public Way*.

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 92067

*Referred* -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL  
BARRIER REQUIREMENT PERTAINING TO ALLEY  
ACCESSIBILITY FOR SPECIFIED  
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Catholic Charities House Development Corporation -- 1900 -- 1914 North Karlov Avenue; and

Day Spring Church -- 5111 -- 5115 West Fullerton Avenue and 5118 -- 5126 West Fullerton Avenue.

---

Presented By

**ALDERMAN MATLAK (32<sup>nd</sup> Ward):**

*Referred* -- GRANT OF PRIVILEGE TO SOUTH LAKEVIEW  
PLAYLOT PARK TO CONSTRUCT, INSTALL,  
MAINTAIN AND USE PLANTER PIERS  
ADJACENT TO 1300 WEST  
WOLFRAM STREET.

A proposed ordinance to grant permission and authority to South Lakeview Playlot Park to construct, install, maintain and use two masonry planter piers adjacent to 1300 West Wolfram Street, which was *Referred to the Committee on Transportation and Public Way*.



*Referred --* EXEMPTION OF MS. SORAYA SUAREZ FROM PHYSICAL  
BARRIER REQUIREMENT PERTAINING TO ALLEY  
ACCESSIBILITY FOR PARKING FACILITIES  
FOR 2942 -- 2944 NORTH  
LINCOLN AVENUE.

Also, a proposed ordinance to exempt Ms. Soraya Suarez from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2942 -- 2944 North Lincoln Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMITS TO  
INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, three proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

Doyle Signs, Inc. -- 939 West North Avenue;

Vincent Signs -- 2500 North Elston Avenue; and

White Way Sign and Maintenance Company -- 2157 North Damen Avenue.

---

*Referred --* AUTHORIZATION FOR WAIVER OF SPECIFIED PERMIT AND  
LICENSE FEES FOR PARTICIPANTS IN SAINT MARY  
OF THE ANGELS CHURCH EVENTS.

Also, two proposed orders authorizing the Director of Revenue to waive the permit and license fees specified for Saint Mary of the Angels Church for the events noted, to be held at 1850 North Hermitage Avenue during the periods indicated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

October Fest -- to be held on September 27, 2002, during the hours of 5:00 P.M. to 11:00 P.M. and on September 28, 2002, during the hours of 3:00 P.M. to 11:00 P.M. (Food Vendor License and Canopy Installation Permit fees); and

Annual Raffle -- to be held on August 15 and 16, 2002 (Special Event Raffle License fee).

---

*Referred* -- PERMISSION TO PARK PICKUP TRUCKS  
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, seven proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Joseph Addimando, Sr. -- 1816 West Belmont Avenue;

Ms. Diane Hallman -- 2616 North Magnolia Avenue;

Mr. David N. Jenkins -- 3137 North Oakley Avenue;

Mr. Joe Kovarek -- 1722 North Wood Street;

Mr. Derek Paschal -- 2035 West Augusta Boulevard;

Ms. Amanda Roche -- 3214 North Ravenswood Avenue; and

Mr. Alex Yasell -- 2225 West Walton Street.

---

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO CONSTRUCT, MAINTAIN AND USE CANOPY  
AT 2009 NORTH WESTERN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to

Lazo's Tacos, Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 2009 North Western Avenue, which was *Referred to the Committee on Transportation and Public Way.*

---

Presented By

**ALDERMAN MELL (33<sup>rd</sup> Ward):**

*Referred --* EXEMPTION OF R & R AUTO REPAIR FROM PHYSICAL  
BARRIER REQUIREMENT PERTAINING TO ALLEY  
ACCESSIBILITY FOR PARKING FACILITIES  
FOR 4028 NORTH KEDZIE AVENUE.

A proposed ordinance to exempt R & R Auto Repair from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4028 North Kedzie Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

---

*Referred --* PERMISSION TO PARK PICKUP TRUCKS  
AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr Patrick T. Nash -- 4419 North Mozart Street; and

Mr. Eric Turunen -- 3357 North Monticello Avenue.

Presented By

**ALDERMAN BANKS (36<sup>th</sup> Ward):**

*Referred -- AUTHORIZATION FOR CONSTRUCTION OF  
TRAFFIC CIRCLE AT WEST DICKENS AVENUE  
AND NORTH NEVA AVENUE.*

A proposed ordinance authorizing the Commissioner of Transportation to construct a traffic circle at the intersection of West Dickens Avenue and North Neva Avenue, which was *Referred to the Committee on Transportation and Public Way.*

---

*Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF WEST  
WRIGHTWOOD AVENUE FOR SCHOOL PURPOSES.*

Also, a proposed order directing the Commissioner of Transportation to grant permission to Saint William School/Reverend William J. Hastings to close to traffic that portion of West Wrightwood Avenue, from North Newland Avenue to North Sayre Avenue, for the period extending August 20, 2002 to June 30, 2003 during the hours of 7:45 A.M. to 8:15 A.M. and from 2:20 P.M. to 2:50 P.M., for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred -- CONSIDERATION FOR INSTALLATION OF CURB CUT  
AT 6935 WEST MEDILL AVENUE.*

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to the installation of a curb cut at 6935 West Medill Avenue, for Mont Clare United Church of Christ, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN ALLEN (38<sup>th</sup> Ward):**

*Referred --* AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY  
SPECIAL EVENT PERMITS AND LICENSES, FREE OF  
CHARGE, TO PARTICIPANTS IN FRIENDS OF  
BRIDGE SCHOOL 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, for participants in the Friends of Bridge School Annual Festival to be held at 3800 North New England Avenue, for the period extending September 18 through September 22, 2002, which was *Referred to the Committee on Finance*.

---

Presented By

**ALDERMAN LAURINO (39<sup>th</sup> Ward):**

*Referred --* EXEMPTION OF NORTHEASTERN ILLINOIS UNIVERSITY  
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY FOR PARKING FACILITIES  
FOR 5555 NORTH BERNARD STREET.

A proposed ordinance to exempt Northeastern Illinois University from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5555 North Bernard 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 WAIVER OF SPECIFIED  
FEES FOR PARTICIPANTS IN THIRD ANNUAL  
ALBANK 5K RUN/WALK.

Also, a proposed order authorizing the Director of Revenue to waive the Streets and Sanitation fees for the participants in the Third Annual Albark 5K Run/Walk to be held on October 20, 2002, during the hours of 7:00 A.M. to 10:00 A.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

---

Presented By

**ALDERMAN O'CONNOR (40<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF JOON CHOI FROM PHYSICAL  
BARRIER REQUIREMENT PERTAINING TO ALLEY  
ACCESSIBILITY FOR PARKING FACILITIES FOR  
2250 WEST FOSTER AVENUE.

A proposed ordinance to exempt Joon Choi from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2250 West Foster Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

---

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO CONSTRUCT, MAINTAIN AND USE CANOPY  
AT 6137 NORTH CLARK STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Minas Television to construct, maintain and use one canopy to be attached or attached to the building or structure at 6137 North Clark Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN DOHERTY (41<sup>st</sup> Ward):**

*Referred -- GRANT OF PRIVILEGE TO MARIO'S  
CAFFE, INC. FOR SIDEWALK CAFE.*

A proposed ordinance to grant permission and authority to Mario's Caffe, Inc. to maintain and use a portion of the public way adjacent to 5241 North Harlem Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

---

*Referred -- AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC  
PORTION OF NORTH OLMSTED AVENUE FOR BENEFIT OF  
METRA EDISON PARK COMMUTER RAIL STATION.*

Also, a proposed ordinance authorizing the Commissioner of Transportation to close to vehicular traffic the southwesterly fifteen feet of North Olmsted Avenue, between North Overhill Avenue and North Ozark Avenue, to provide additional parking for the Metra Edison Park Commuter Rail Station, which was *Referred to the Committee on Transportation and Public Way.*

---

Presented By

**ALDERMAN NATARUS (42<sup>nd</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY  
APPLICANTS FOR VARIOUS PURPOSES.*

Six proposed ordinances to grant permission and authority to the applicants listed

for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Henry L. Gingerich -- to construct, install, maintain and use three bay windows and one steel balcony adjacent to 747 North Sedgwick Street;

Higgins Development Partners, L.L.C. -- to construct, install, maintain and use fifteen caisson bells and fire earth retention sheeting/piling adjacent to 71 South Wacker Drive;

Schiff Hardin & Waite -- to maintain and use an existing vault adjacent to 943 -- 951 North Rush Street;

TH Tower Leasing, L.L.C. -- to construct, install, maintain and use cement planter boxes adjacent to 233 South Wacker Drive;

Washington Desplaines, L.L.C. -- to maintain and use a vault adjacent to 659 West Washington Boulevard; and

714 -- 720 North Clark, L.L.C. -- to construct, install, maintain and use thirty-two balconies and fourteen canopies adjacent to 101 West Superior Street.

—

*Referred --* GRANT OF PRIVILEGE TO DOZO SUSHI & LOBSTER  
RESTAURANT FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Dozo Sushi & Lobster Restaurant to maintain and use a portion of the public way adjacent to 100 East Walton Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.



*Referred --* AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
GRANT OF PRIVILEGE TO AMERICAN BRAIN TUMOR  
ASSOCIATION TO CONSTRUCT, INSTALL, MAINTAIN  
AND USE SITE AT 401 NORTH MICHIGAN  
AVENUE FOR JACK BRICKHOUSE  
MEMORIAL STATUE.

Also, a proposed ordinance to amend an ordinance passed by the City Council on February 16, 2000 and printed on page 25840 of the *Journal of the Proceedings of the City Council* which authorized a grant of privilege to the American Brain Tumor Association to maintain and use a site at 401 North Michigan Avenue for a Jack Brickhouse memorial statue by inserting the words: "three (3) benches and two (2) planters surrounding the statue", which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred --* AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
GRANT OF PRIVILEGE TO L R DEVELOPMENT COMPANY  
TO CONSTRUCT, INSTALL, MAINTAIN AND USE  
VARIOUS ENCROACHMENTS ON PUBLIC WAY  
ADJACENT TO 840 NORTH  
LAKE SHORE DRIVE.

Also, a proposed ordinance to amend an ordinance passed by the City Council on November 15, 2000 and printed on page 47031 of the *Journal of the Proceedings of the City Council* which authorized a grant of privilege to L R Development Company to construct, install, maintain and use various encroachments on the public way by striking the words: "Lint Basins: two (2) at five (5) feet in length and five (5) feet in width. Grease Separators: two (2) at ten (10) feet in length and six (6) feet in width" and inserting in lieu thereof: "Lint Basin: one (1) at five feet in length and five (5) feet in width. Grease Separator: one (1) at ten (10) feet in length and six (6) feet in width. Waste Collector Manhole: one (1) at seven (7) feet in length and four (4) feet, four (4) inches in width". Grantee annual compensation fee shall decrease by three hundred and no/100 Dollars (\$300.00), which was *Referred to the Committee on Transportation and Public Way*.

*Referred* --AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
GRANT OF PRIVILEGE TO L R DEVELOPMENT COMPANY  
FOR VARIOUS ENCROACHMENTS ON PUBLIC WAY  
ADJACENT TO 250 EAST PEARSON STREET.

Also, a proposed ordinance to amend an ordinance passed by the City Council on November 15, 2000 and printed on page 47035 of the *Journal of the Proceedings of the City Council* which authorized a grant of privilege to L R Development Company to construct, install, maintain and use various encroachments on the public right-of-way adjacent to 250 East Pearson Street by striking the words: "Lint Basins: two (2) at seven (7) feet, four (4) inches in length and two (2) feet, six (6) inches in width. Grease Separator: one (1) at thirteen (13) feet in length and eight (8) inches in width" and inserting in lieu thereof: "Lint Basin: one (1) at five (5) feet in length and five (5) feet in width. Waste Collection Manhole: one (1) at seven (7) feet in length and four (4) feet, four (4) inches in width. Triple Oil Basin: one (1) at six (6) feet, six (6) inches in length and two (2) feet in width. Grease Separator: One (1) at ten (10) feet in length and five (5) feet in width". Grantee shall pay an additional Three Hundred and no/100 Dollars (\$300.00), which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
GRANT OF PRIVILEGE TO SRI MICHIGAN AVENUE  
VENTURES, L.L.C. TO MAINTAIN AND USE  
SURFACE VAULTS ADJACENT TO  
875 NORTH MICHIGAN AVENUE.

Also, a proposed ordinance to amend an ordinance passed by the City Council on September 9, 1999, printed on page 12439 of the *Journal of the Proceedings of the City Council* which authorized a grant of privilege to SRI Michigan Avenue Ventures, L.L.C. to maintain and use surface vaults adjacent to 875 North Michigan Avenue by adding the words: "At grade level along East Delaware Place above vaulted space which is permitted by the aforementioned ordinance, an existing curb cut and recessed bay measuring 100 feet in length and 14 feet in width for vehicles dropping off passengers", which was *Referred to the Committee on Transportation and Public Way*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
GRANT OF PRIVILEGE TO 444 NORTH MICHIGAN AVENUE,  
L.L.C. TO CONSTRUCT, INSTALL, MAINTAIN AND  
OCCUPY SPACE ADJACENT TO 444  
NORTH MICHIGAN AVENUE.

Also, a proposed ordinance to amend an ordinance passed by the City Council on January 10, 2001 printed on page 50576 of the *Journal of the Proceeding of the City Council* which authorized a grant of privilege to 444 North Michigan Avenue, L.L.C. to construct, install, maintain and occupy space on the public way adjacent to 444 North Michigan Avenue by striking therefrom the words: "444 North Michigan Avenue, L.L.C." and inserting in lieu thereof: "Tag 444 North Michigan, L.L.C.", which was *Referred to the Committee on Transportation and Public Way*.

—

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL  
SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, twelve 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:

Clear Outdoor Media -- 158 East Erie Street;

Clear Outdoor Media -- 33 West Grand Avenue;

Clear Outdoor Media -- 156 North Jefferson Street;

Clear Outdoor Media -- 447 North LaSalle Street;

Clear Outdoor Media -- 549 North Wells Street (north elevation);

Clear Outdoor Media -- 549 North Wells Street (west elevation);

ICON Identity Solutions -- 535 North Michigan Avenue;

Light Writers -- 215 West Chicago Avenue;

Scadron Outdoor Advertising, L.L.C. -- 566 West Adams Street;

Scadron Outdoor Advertising, L.L.C. -- 130 South Jefferson Street;  
White Way Sign and Maintenance Company -- 321 East Illinois Street; and  
White Way Sign and Maintenance Company -- 71 East Wacker Drive.

---

*Referred* -- AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE  
FEES FOR PARTICIPANTS IN VARIOUS EVENTS.

Also, five proposed orders authorizing the waiver of the license and permit 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:

John C. Kluczynski Federal Plaza Festival -- to be held at West Adams Street and South Dearborn Street in the John C. Kluczynski Federal Plaza, for the period extending September 4 through September 7, 2002, during the hours of 11:00 A.M. to 9:00 P.M. (Street Obstruction fees);

Saint Basil's Annual Festival -- to be held in the 1500 and 1600 blocks of West Polk Street on September 7 and 8, 2002 (Food Vendor License fees);

Saint Basil's Annual Festival -- to be held in the 1500 and 1600 blocks of West Polk Street on September 7 and 8, 2002 (Tent Installation Permit fees);

18<sup>th</sup> Annual Pan-American Festival -- to be held in Arvey Field on August 4, 2002 (Tent Installation Permit fees); and

2002 China Day Celebration -- to be held in the Daley Plaza on July 31, 2002, during the hours of 10:00 A.M. to 6:00 P.M. (Itinerant Merchant License fees).

---

*Referred* -- PERMISSION TO PARK PICKUP TRUCKS  
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant

permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Bernard Callaghan -- 1452 South Prairie Avenue; and

Mr. Aaron Harris -- 914 South Loomis Street.

---

*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMITS  
TO CONSTRUCT, MAINTAIN AND USE CANOPIES  
AT SPECIFIED LOCATIONS.

Also, six 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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Flite Luggage & Repair, Inc. -- for two canopies at 309 West Chicago Avenue;

Hufford Furniture Company -- for one canopy at 310 West Washington Street;

Isaac Hayes Music Food Passion -- for four canopies at 739 North Clark Street;

Nacional 27 -- for one canopy at 325 West Huron Street;

Stevens Maloney Office Supplies -- for one canopy at 216 West Jackson Boulevard; and

Tavern On Rush -- for two canopies at 1031 North Rush Street.

Page 88746 -- by changing from an amendment recommendation to an establishment recommendation Section 7 of the ordinance appearing in the eighth line from the top of the page concerning residential parking in the 1400 block of North Parkside Avenue (east side only) between West Le Moyne Street and West Hirsch Street (1401 -- 1455 North Parkside Avenue) to be in effect at all times (Zone 944) (29<sup>th</sup> Ward).

Presented By

**ALDERMAN DALEY (43<sup>rd</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY  
APPLICANTS FOR VARIOUS PURPOSES.*

Seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

A. Finkle & Sons Co. -- to maintain and use, as now constructed, one open steel truss pipe bridge and one compressed air line connecting the building at 1405 West Cortland Street with the building at 1386 West Cortland Street;

Dimensions Management -- to construct, install, maintain and use one garbage enclosure adjacent to 1916 North Lincoln Park West;

Frivolity -- to maintain and use, as now constructed, one sign adjacent to 1013 West Armitage Avenue;

Housh's Construction -- to maintain and use, as now constructed, two existing bay windows adjacent to 1756 North Mohawk Street;

John B., Inc. -- to maintain and use, as now constructed, three planter boxes adjacent to 658 West Belden Avenue;

Salley E. Weiner -- to maintain and use, as now constructed, one guardrail and eight parking posts adjacent to 1958 North Seminary Avenue; and

600 South Wabash, L.P. -- to construct, install, maintain and use five planter boxes and two tree grates adjacent to 600 South Wabash Avenue.

---

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY  
APPLICANTS FOR SIDEWALK CAFES.*

Also, two proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations

noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Breadsmith -- 1710 North Wells Street; and

Gioio's Beef Stand & Pizzeria -- 2572 North Clark Street.

---

*Referred --* AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY  
PERMITS, FREE OF CHARGE, TO LANDMARK PROPERTY  
AT 1365 NORTH ASTOR 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 1365 North Astor Street for exterior repairs, which was *Referred to the Committee on Historical Landmark Preservation*.

---

*Referred --* PERMISSION TO PARK PICKUP TRUCKS  
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. John Cheever -- 1835 North Halsted Street;

Ms. Ann Fohrman -- 2019 North Fremont Street; and

Ms. Gina O'Reilly -- 2246 North Racine Avenue.



*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO CONSTRUCT, MAINTAIN AND USE CANOPY  
AT 1429 NORTH WELLS STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to 1429 North Wells Condominium Association to construct, maintain and use one canopy to be attached or attached to the building or structure at 1429 North Wells Street, which was *Referred to the Committee on Transportation and Public Way.*

---

Presented By

**ALDERMAN HANSEN (44<sup>th</sup> Ward):**

*Referred --* EXEMPTION OF ADVOCATE ILLINOIS MASONIC  
MEDICAL CENTER FROM CITY FEES UNDER  
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Advocate Illinois Masonic Medical 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 at 834 West Nelson Street, 917 West Wellington Avenue, 3011 North Sheffield Avenue and 3034 North Wilton Avenue, for a one year period ending December 31, 2002, which was *Referred to the Committee on Finance.*

---

*Referred --* GRANT OF PRIVILEGE TO GVP DEVELOPMENT  
TO CONSTRUCT, INSTALL, MAINTAIN AND USE  
MANHOLE ADJACENT TO 3500 NORTH  
HALSTED STREET.

Also, a proposed ordinance to grant permission and authority to GVP Development to construct, install, maintain and use one manhole adjacent to 3500 North Halsted Street, which was *Referred to the Committee on Transportation and Public Way.*

*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMITS  
TO CONSTRUCT, MAINTAIN AND USE CANOPY  
AT 2800 NORTH CLARK STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Jamba Juice to construct, maintain and use one canopy to be attached or attached to the building or structure at 2800 North Clark Street, which was *Referred to the Committee on Transportation and Public Way.*

---

Presented By

**ALDERMAN LEVAR (45<sup>th</sup> Ward):**

*Referred --* GRANT OF PRIVILEGE TO MAYFAIR CIVIC ASSOCIATION  
TO CONSTRUCT, MAINTAIN AND USE PLANTER BOXES  
ADJACENT TO 4400 -- 4700 NORTH ELSTON AVENUE.

A proposed ordinance to grant permission and authority to Mayfair Civic Association to construct, install, maintain and use eight planter boxes adjacent to 4400 -- 4700 North Elston Avenue, which was *Referred to the Committee on Transportation and Public Way.*

---

*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMITS  
TO INSTALL SIGNS/SIGNBOARDS AT 5218  
NORTH NORTHWEST HIGHWAY.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to North Shore Signs to install signs/signboards at 5218 North Northwest Highway, which were *Referred to the Committee on Buildings*, as follows:

one sign/signboard measuring 512 square feet; and

one sign/signboard measuring 240 square feet.

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO CONSTRUCT, MAINTAIN AND USE CANOPY  
AT 5010 WEST IRVING PARK ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Idlewood Electric Supply, Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 5010 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERMAN SHILLER (46<sup>th</sup> Ward):**

*Rules Suspended* -- GRANT OF PRIVILEGE TO SHAKE  
& FRUITY'S FOR SIDEWALK CAFE.

A proposed ordinance reading as follows:

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

SECTION 1. Permission and authority are hereby given and granted to Shake & Fruity's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 903 West Irving Park Road. Said sidewalk cafe area shall be twelve and two-tenths (12.2) feet in length and six (6) feet in width for a total of seventy-three and two-tenths (73.2) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Irving Park Road. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:00 A.M. to 8:00 P.M.

Friday and Saturday, 11:00 A.M. to 9:00 P.M.

Sunday, 12:00 P.M. to 7:00 P.M.

Compensation: \$300.00/Seating: 9.

This grant of privilege Number 1019781 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Alderman Shiller moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman Shiller, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas*-- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

*Nays* -- None.

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

---

*Referred* -- AMENDMENT OF TITLE 4, CHAPTER 244,  
SECTION 150 OF MUNICIPAL CODE OF CHICAGO  
TO ALLOW SALE OF CUT FLOWERS IN  
RESTAURANTS AND TAVERNS.

Also, a proposed ordinance to amend Title 4, Chapter 244, Section 150 of the Municipal Code of Chicago which would allow the sale of cut flowers in duly licensed restaurants and taverns, which was *Referred to the Committee on License and Consumer Protection*.

*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:

East Lakeview Multiplex -- to construct, install, maintain and use one structural metal canopy adjacent to 3660 North Lake Shore Drive; and

MDH Development -- to construct, install, maintain and use two balconies adjacent to 1054 West Lawrence Avenue.

---

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMITS  
TO CONSTRUCT, MAINTAIN AND USE CANOPIES  
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Paul Doi Hairdressers -- for one canopy at 3804 North Broadway; and

Village Discount Outlet, Inc. -- for one canopy 4898 North Clark Street.

---

Presented By

**ALDERMAN SCHULTER (47<sup>th</sup> Ward):**

*Referred* -- AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC  
PORTION OF NORTH RAVENSWOOD AVENUE FOR  
BENEFIT OF METRA'S RAVENSWOOD  
COMMUTER RAIL STATION.

A proposed ordinance authorizing the Commissioner of Transportation to close to

vehicular traffic a portion of North Ravenswood Avenue to provide improved and convenient service during the development of a permanent and relocated Metra Ravenswood Commuter Rail Station, which was *Referred to the Committee on Transportation and Public Way.*

---

*Referred --* EXEMPTION OF PRAISE TABERNACLE CHURCH  
FROM PHYSICAL BARRIER REQUIREMENT  
PERTAINING TO ALLEY ACCESSIBILITY  
FOR PARKING FACILITIES FOR 1424  
WEST IRVING PARK ROAD.

Also, a proposed ordinance to exempt Praise Tabernacle Church from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1424 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.*

---

Presented By

**ALDERMAN M. SMITH (48<sup>th</sup> Ward):**

*Referred --* AMENDMENT OF TITLE 10, CHAPTER 36 OF MUNICIPAL  
CODE OF CHICAGO BY FURTHER REGULATING USE  
OF PUBLIC SCHOOL PLAYGROUNDS AND  
PLAYGROUND EQUIPMENT.

A proposed ordinance to amend Title 10, Chapter 36 of the Municipal Code of Chicago which would allow the Department of Transportation to place signs on any public school playgrounds regulating the allowable hours for use of such area when requested by the owner of the playground and to impose a fine of not to exceed \$500.00 for violations of the curfew restrictions thereof and further, by addition of a new Section 121 which would prohibit any person twelve years of age or older from use of any playground or playground equipment designated to persons under the age of twelve and authorize the posting of appropriate signage and establish fines for violations thereof, which was *Referred to the Committee on Education.*

*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:

Swedish American Museum -- to construct, install, maintain and use two flagpoles adjacent to 5211 North Clark Street; and

Wikstrom's Gourmet Food, Inc. -- to construct, install, maintain and use six flagpoles adjacent to 5247 North Clark Street.

---

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO INSTALL SIGN/SIGNBOARD AT  
5156 NORTH BROADWAY.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Olympic Signs, Inc. to install a sign/signboard at 5156 North Broadway, which was *Referred to the Committee on Buildings*.

---

Presented By

**ALDERMAN MOORE (49<sup>th</sup> Ward):**

*Referred* -- AUTHORIZATION FOR VACATION OF PUBLIC ALLEY  
IN BLOCK BOUNDED BY WEST HOWARD STREET,  
NORTH ASHLAND AVENUE, NORTH ROGERS  
AVENUE AND CHICAGO TRANSIT  
AUTHORITY PROPERTY.

A proposed ordinance authorizing the vacation of the east/west 16 foot public alley in the block bounded by West Howard Street, North Ashland Avenue, North Rogers

Avenue and the easterly right-of-way line of the Chicago Transit Authority property, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred --* EXEMPTION OF TOM AND PEGGY HEINEMAN FROM  
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY  
ACCESSIBILITY FOR PARKING FACILITIES FOR  
7734 NORTH EASTLAKE TERRACE.

Also, a proposed ordinance to exempt Tom and Peggy Heineman from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7734 North Eastlake Terrace, 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 ALL NECESSARY  
PERMITS AND LICENSES, FREE OF CHARGE, TO  
PARTICIPANTS IN SPECIFIED EVENTS.

Also, three proposed orders authorizing the Director of Revenue to issue all necessary permits and licenses, free of charge, to the participants in the events noted, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Howard Fest Family Matters 15<sup>th</sup> Anniversary -- to be held in Gale Campus Park, West Howard Street and North Marshfield Avenue, on September 14, 2002 (Itinerant Merchant, Raffle and Temporary Food Vendor Licenses);

No Butts, No Booze Back to School Music Fest -- to be held at 7655 North Ashland Avenue on August 30, 2002 (Itinerant Merchant and Temporary Food Vendor Licenses); and

Saint Margaret Mary Chuck Wagon Dinner -- to be held at 2324 West Chase Avenue on September 7, 2002 (Temporary Food Vendor License).



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 BEALE (9<sup>th</sup> Ward):*

Saint John's Missionary Baptist Church -- for new construction on the premises known as 215 East 115<sup>th</sup> Street.

*BY ALDERMAN T. THOMAS (15<sup>th</sup> Ward):*

Children's Home and Aid Society of Illinois -- for new construction on the premises known as 1655 -- 1657 West 63<sup>rd</sup> Street and 1701 -- 1725 West 63<sup>rd</sup> Street.

*BY ALDERMAN CHANDLER (24<sup>th</sup> Ward):*

Sun Rise Missionary Baptist Church -- for construction of a new building on the premises known as 4533 West Van Buren Street.

*BY ALDERMAN SOLIS (25<sup>th</sup> Ward):*

Dominicans, Province of Saint Albert the Great -- for expansion of the Casa Juan Diego Youth Center on the premises known as 2020 South Blue Island Avenue.

*BY ALDERMAN BURNETT (27<sup>th</sup> Ward):*

Consulate of Mexico -- for renovation of existing property on the premises known as 204 -- 220 South Ashland Avenue.

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 92093

*BY ALDERMAN E. SMITH (28<sup>th</sup> Ward):*

King David Missionary Baptist Church -- for new construction on the premises known as 3322 West Gladys Avenue.

*BY ALDERMAN LAURINO (39<sup>th</sup> Ward):*

Northeastern Illinois University -- for renovation on the premises known as 5555 North Bernard Street.

*BY ALDERMAN SHILLER (46<sup>th</sup> Ward):*

Cornerstone Community Outreach -- for construction of a building on the premises known as 4615 North Clifton Avenue.

LICENSE FEE EXEMPTIONS:

*BY ALDERMAN L. THOMAS (17<sup>th</sup> Ward):*

Holy Temple Evangelistic C.O.G.I.C., 7655 South Vincennes Avenue.

*BY ALDERMAN RUGAI (19<sup>th</sup> Ward):*

Washington and Jane Smith Community, 2340 West 113<sup>th</sup> Place.

*BY ALDERMAN DE VILLE (21<sup>st</sup> Ward):*

Ezzard Charles Daycare Center, 7946 South Ashland Avenue.

Ezzard Charles Nursery, 7949 South Ashland Avenue.

*BY ALDERMAN CAROTHERS (29<sup>th</sup> Ward):*

Trinity Resources Unlimited, 5450 West Van Buren Street.

*BY ALDERMAN SHILLER (46<sup>th</sup> Ward):*

Concerned Crafts, 920 West Wilson Avenue.

Hull House Association/Uptown Family Day Care Center, 4520 North Beacon Street.

CANCELLATION FOR WARRANTS FOR COLLECTION:

*BY ALDERMAN RUGAI (19<sup>th</sup> Ward):*

Bethany Lutheran Church, 9401 South Oakley Avenue -- annual fuel burning equipment inspection fee.

Catholic Bishop of Chicago/Saint Barnabas parish, 11600 South Longwood Drive -- annual driveway inspection fee.

Washington and Jane Smith, 2340 West 113<sup>th</sup> Place -- annual fuel burning equipment, institutional and fire prevention inspection fees (7).

*BY ALDERMAN LAURINO (39<sup>th</sup> Ward):*

Kagan Home For The Blind, 3525 West Foster Avenue -- annual building inspection fees.

*BY ALDERMAN HANSEN (44<sup>th</sup> Ward):*

Advocate Illinois Masonic Medical Center, various locations -- annual driveway permit and boiler inspection fees.

*BY ALDERMAN SHILLER (46<sup>th</sup> Ward):*

South East Asia Center, 5120 North Broadway -- annual driveway permit fees.

7/31/2002

NEW BUSINESS PRESENTED BY ALDERMEN 92095

*BY ALDERMAN STONE (50<sup>th</sup> Ward):*

Misericordia, various locations -- annual refrigeration, sign and mechanical ventilation inspection fees.

CANCELLATION OF WATER/SEWER ASSESSMENTS:

*BY ALDERMAN L. THOMAS (17<sup>th</sup> Ward):*

Holy Temple Evangelistic C.O.G.I.C., 7656 South Vincennes Avenue.

*BY ALDERMAN OCASIO (26<sup>th</sup> Ward):*

Latin United Community Housing Association (L.U.C.H.A.), various locations (5).

*BY ALDERMAN STONE (50<sup>th</sup> Ward):*

River Community Church, 2942 North Western Avenue.

REFUND OF FEE:

*BY ALDERMAN SHILLER (46<sup>th</sup> Ward):*

Lakeview Pantry, 3831 North Broadway -- refund in the amount of \$1,440.25.

WAIVER OF FEE:

*BY ALDERMAN DALEY (43<sup>rd</sup> Ward):*

The Moody Church, 1641 North LaSalle Street -- driveway fee.

SENIOR CITIZEN SEWER REFUNDS:  
(\$50.00)

*BY ALDERMAN PRECKWINKLE* (4<sup>th</sup> Ward):

Emery, Corinne M.

Waters, Lois H.

*BY ALDERMAN ZALEWSKI* (23<sup>rd</sup> Ward):

Barr, Eileen V.

Jelinski, Virginia M.

*BY ALDERMAN BANKS* (36<sup>th</sup> Ward):

Ludtke, Zofia

*BY ALDERMAN ALLEN* (38<sup>th</sup> Ward):

Filetti, Beatrice C.

*BY ALDERMAN LAURINO* (39<sup>th</sup> Ward):

Boland, Zerda R.

Proessner, Karl M.

*BY ALDERMAN NATARUS* (42<sup>nd</sup> Ward):

Belcastro, Anna

Latinette, Dorothy M.

*BY ALDERMAN DALEY (43<sup>rd</sup> Ward):*

Dublin, Harvey S.

Rosenblum, Lya Dym

*BY ALDERMAN SHILLER (46<sup>th</sup> Ward):*

Held, Ernest

*BY ALDERMAN M. SMITH (48<sup>th</sup> Ward):*

Annetti, Mary Ann

Carlson, Patricia T.

Carlyle, Mark F.

Davis, Marian M.

Klement, Nesia

Schachner, Lou Ann

*BY ALDERMAN MOORE (49<sup>th</sup> Ward):*

Berkowitz, Irving

Dundes, Roland

*BY ALDERMAN STONE (50<sup>th</sup> Ward):*

Joffe, Minnie

Kole, Jack

Weinstein, Philip

**APPROVAL OF JOURNAL  
OF PROCEEDINGS.**

---

JOURNAL (July 10, 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, July 10, 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.**

---

None.

---

**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:

Fire Fighter Timothy Sanders, accompanied by his wife, Lisa, his daughter, Kylie, his sons, Brendan and Kaelan, Captain Edwin Klinger, Engine Company 71; and Fire Fighter Mark Prestigiacomo, accompanied by his wife, Marisa, his mother, Markey, his son, Jack and his daughters, Annia and Olivia;

Chicago Police Officer Denis Vale, accompanied by his wife, Kathy, his son, Denis, Jr., his daughters, Diana and Stephanie, his mother, Lydia, his sister, Evelyn and Captain Marc Buslik, Watch Commander;

C.A.P.S. volunteer Mr. Abram L. Hackman, Jr., accompanied by church members, Elder Clifton Howard, Elder Ray McGhee, Elder Brother Greg Esper, his work supervisor, Annette, his former supervisor, Christine, and his friends, Orlando, Lillian, Jennifer and Mr. and Mrs. Pennington;

recipients of *Ebony* magazine's Top Scholar Award: Joshua Allen (Gwendolyn Brooks High School) accompanied by his mother, Lynda; Laura McMillan Yates, (Northside College Preparatory) accompanied by her mother, Troy, her father, Matthew, her brother, Eric, and her grandmother, Brenda; Jonathan Richard Harris (Whitney Young High School) accompanied by his mother, Vera, his father Richard, and his brother, Jordan; Chicago Public Schools representatives, Dr. Joyce Kenner, Principal, Whitney Young High School, Allen Mather, Assistant Principal, Northside College Preparatory High School and Cheryl Rutherford, Director for Post Secondary Education;

Mr. Tariq G. Malhance, newly appointed City Comptroller, accompanied by his wife, Cynthia, and his sons, Jousef, Jann, Kamran and Reehan;

Ms. Judith Rice, City Treasurer;

Ms. Barbara Lumpkin, former City Treasurer and former Director of the Office of Budget and Management;

Ms. Phoebe Seldon, former City Comptroller; and

Mr. William Abolt, newly appointed Director of the Office of Budget and Management.

---

### **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 thirty-first (31<sup>st</sup>) day of July, 2002, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the fourth (4<sup>th</sup>) day of September, 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 foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Granato, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, 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, Stone -- 47.

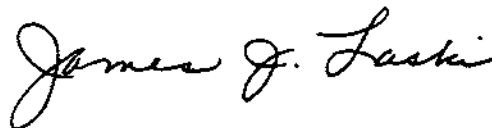
*Nays* -- None.

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, September 4, 2002, at 10:00 A.M., in the Council Chambers in City Hall.



JAMES J. LASKI,  
City Clerk.