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COPY

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

Regular Meeting -- Thursday, September 4, 2003

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 -- Thursday, September 4, 2003

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Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone.

Absent -- Aldermen Olivo, Burnett.

Call To Order.

On Thursday, September 4, 2003 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 Flores, Haithcock, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Quorum present.

Pledge Of Allegiance.

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

Invocation.

Pastor Brian Hiortdahl of Resurrection Lutheran Church opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

Rules Suspended -- CHICAGO INVESTIGATORS EMILY M. BELLOMY,
ROLANDO E. GARZA AND GREGORY J. GRANADON AND
POLICE OFFICERS MOHAMMED D. HAMIDEH AND
HERMINIO FLORES, JR. HONORED FOR
DEDICATED WORK RESULTING IN
APPREHENSION OF SEXUAL
MOLESTER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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, In the spring of 2002, a shadow fell upon Chicago's northwest side, as a sexual molester began a series of despicable attacks on young girls in that area; and

WHEREAS, Between May of that year and June 10, 2003, the criminal carried out at least eight assaults on girls from five to eight years old; and

WHEREAS, Chicago Police Department Investigators Emily M. Bellomy (Star Number 40123), Rolando E. Garza (Star Number 40055) and Gregory J. Granadon (Star Number 40243), assigned to the Special Investigations Unit at the Children's Advocacy Center, began investigating the pattern of assaults; and

WHEREAS, Working tirelessly, these investigators developed several Community Alerts, found and enhanced a store surveillance photo, investigated all known complaints and established the offender's modus operandi; and

WHEREAS, After completing this important groundwork, the investigators then spoke at numerous police roll calls, beat meetings and community meetings, spoke with the news media and followed up on over one hundred tips by interviewing witnesses and suspects; and

WHEREAS, As these diligent investigators were soon to discover, their efforts formed the necessary catalyst in capturing this menace to the community; and

WHEREAS, On Saturday, August 2, 2003, Chicago Police Officers Mohammed D. Hamideh (Star Number 13312) and Herminio Flores, Jr. (Star Number 11161) of the 17th District Tactical Unit responded to a citizen's call that someone had stolen her bicycle; and

WHEREAS, Upon apprehending the bike thief, Officers Hamideh and Flores thought the man looked familiar; soon after they realized that they had seen his face on a Community Alert bulletin; and

WHEREAS, Following his arrest, Investigators Bellomy and Garza interviewed the suspect, who described to them the crimes which he had committed, information which was critical to forming the charges brought against him; and

WHEREAS, The molester has been charged with five counts of predatory criminal sexual assault, one count of aggravated criminal sexual assault, seven counts of criminal sexual assault, five counts of aggravated criminal sexual abuse, one count of attempted aggravated criminal sexual abuse, five counts of criminal sexual abuse, one count of aggravated kidnapping and one count of aggravated battery; and

WHEREAS, The superb investigative work of Investigators Bellomy, Garza and Granadon, coupled with the decisive action and quick thinking of Officers Hamideh and Flores, resulted in the removal of a vicious criminal from the streets of Chicago and a safer northwest side for Chicago's children; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of September, 2003, do hereby honor Chicago Police Investigators Emily M. Bellomy, Rolando E. Garza and Gregory J. Granadon, and Officers Mohammed D. Hamideh and Herminio Flores, Jr., for their outstanding police work; and

Be It Further Resolved, That a suitable copy of this resolution be presented to these members of the Chicago Police 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, Suarez, Mell, Banks and Laurino, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, extended congratulations and expressed appreciation to the honorees on their diligent investigation and apprehension of a child molester. Declaring the officers representative of the "finest police department in the country", Mayor Daley lauded all the members of the city's uniformed services and noted that at each meeting of the City Council, police officers and fire fighters are honored for their heroic service. After recognizing the presence in the visitors' gallery of the officers' families, and of 17th District Commander Samuel Christian, Lieutenant Robert Hargeheimer and Erin Surensen, Executive Director of Chicago's Children's Advocacy Center, Mayor Daley invited the officers to the Mayor's rostrum where he conveyed his personal congratulations and presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- MEMBERS OF CHICAGO FIRE DEPARTMENT
ENGINE COMPANY 72 AND TOWER LADDER 34 HONORED
FOR HEROIC LIFE-SAVING RESCUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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, At approximately 11:30 P.M. on Friday, May 17, 2003, Engine 72 of the Chicago Fire Department received a report of an automobile accident at 7900 South Stony Island Avenue, and moments later, Battalion 23 and Tower Ladder 34 were dispatched to the same location to assist a person pinned in his vehicle; and

WHEREAS, Upon arriving at the scene, Battalion Chief James Stedman witnessed Lieutenant Nicholas Cavaligos and members of Engine 72, working with grim determination to isolate and confine a fire blazing from the engine compartment of a car that had struck a support column on the Chicago Skyway; and

WHEREAS, Lieutenant Cavaligos told Chief Stedman that a civilian was pinned in the driver's seat, and meanwhile, Firefighter/Paramedic Dwayne Tracy of Engine 72, ignoring the fire that was raging a few feet away and the threat of a sudden fuel explosion, was coolly assessing and stabilizing the trapped man; and

WHEREAS, Lieutenant Brian Basic of Tower 34 arrived, quickly assessed the situation and ordered his crew to deploy a mechanical spreader, known as the Hurst tool, to force open the door of the crippled vehicle and separate the steering column from the victim's body; and

WHEREAS, As firefighters succeeded in controlling, then extinguishing the fire, members of both companies, under the direction of Firefighter/Paramedic Tracey, quickly and carefully freed the driver from the wreckage, then secured him on a backboard and continued to care for him until Ambulance 38 arrived to transport him to Northwestern Memorial Hospital; and

WHEREAS, The quick thinking and precise teamwork shown by the firefighters of Engine 72 and Tower Ladder 34, the result of rigorous training and preparation, were instrumental in rescuing a citizen from a terrible fate; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of September, 2003, do hereby honor:

Engine 72:

Lieutenant Nicholas Cavaligos

Engineer Alvin Turner

Firefighter Lee Ann Evenson

Firefighter John Coffey

Firefighter/Paramedic Dwayne Tracy

Tower Ladder 34:

Lieutenant Brian Basic

Firefighter Ronald Young

Firefighter Marvin Branson

Firefighter Vernon Moore

who 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 members of the 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 Stroger and Carothers, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, congratulated the fire fighters for their heroic rescue. The committed professionalism of the honorees is, the Mayor declared, representative of all the members of the Chicago Fire Department. Recognizing the uniquely effective combination of training, leadership, technology, personal bravery

and teamwork that he identified as the hallmark of the Chicago Fire Department, Mayor Daley again conveyed thanks to the fire fighters on behalf of a grateful and well-protected city. After recognizing the presence in the visitors' gallery of the officers' families, Mayor Daley invited the honorees to the Mayor's rostrum where he expressed his personal thanks and presented each with a parchment copy of the congratulatory resolution.

Referred -- REAPPOINTMENT OF MR. GREGORY A. CLEMMONS
AND MR. JONAS A. MIGLINAS AS MEMBERS OF
MARQUETTE PARK COMMISSION (SPECIAL
SERVICE AREA NUMBER 14).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- I have reappointment Gregory A. Clemmons and Jonas A. Miglinas as members of the Marquette Park Commission, Special Service Area Number 14, for terms effective immediately and expiring February 28, 2005.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

9/4/2003

COMMUNICATIONS, ETC.

6425

Referred -- APPOINTMENT OF ALGIS MORKUNAS AS MEMBER
OF MARQUETTE PARK COMMISSION (SPECIAL
SERVICE AREA NUMBER 14).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- I have appointed Algis Morkunas as a member of the Marquette Park Commission, Special Service Area Number 14, for a term effective immediately and expiring February 28, 2005, to succeed Peter P. Paulius, who resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. JOHN L. MARKS AS
MEMBER OF GREEKTOWN/HALSTED COMMISSION
(SPECIAL SERVICE AREA NUMBER 16).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- I have appointed John L. Marks as a member of the Greektown/Halsted Commission, Special Service Area Number 16, for a term effective immediately and expiring December 31, 2006, to replace Napoleon H. Yukhana, whose term expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF DR. JERRY J. FIELD AS MEMBER
OF ADVISORY COUNCIL ON VETERANS' AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

9/4/2003

COMMUNICATIONS, ETC.

6427

LADIES AND GENTLEMEN -- I have appointed Dr. Jerry J. Field as a member of the Advisory Council on Veterans' Affairs for a term expiring July 1, 2005, to succeed Keith V. Aguina, whose term expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. ALPHONSE G. GUAJARDO
AS MEMBER OF COMMUNITY DEVELOPMENT
COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- I have reappointed Alphonse G. Guajardo as a member of the Community Development Commission for a term effective immediately and expiring February 26, 2007.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MS. LAURA G. HASSAN AS
MEMBER OF COMMUNITY DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- I have reappointed Laura G. Hassan as a member of the Community Development Commission for a term effective immediately and expiring February 26, 2008.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

9/4/2003

COMMUNICATIONS, ETC.

6429

Referred -- APPOINTMENT OF MS. MAIE LIM AS MEMBER
OF COMMUNITY DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- I have appointed Maie Lim as a member of the Community Development Commission for a term effective immediately and expiring February 26, 2008, to succeed Leroy E. Kennedy, who resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. BRUCE E. PARRY AS MEMBER
OF ADVISORY COUNCIL ON VETERANS' AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- I have appointed Bruce E. Parry as a member of the Advisory Council on Veterans' Affairs for a term expiring July 1, 2005, to complete the unexpired term of Roy L. Dolgos, who resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. EDWIN B. SILVERMAN AS
MEMBER OF ADVISORY COUNCIL ON IMMIGRANT
AND REFUGEE AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

9/4/2003

COMMUNICATIONS, ETC.

6431

LADIES AND GENTLEMEN -- I have appointed Edwin B. Silverman as a member of the Advisory Council on Immigrant and Refugee Affairs for a term effective immediately and expiring July 1, 2005, to succeed Carla R. Dunham, who resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS AS
MEMBERS OF ADVISORY COUNCIL ON ASIAN AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- I have reappointed as members of the Advisory Council on Asian Affairs for terms effective immediately and expiring July 1, 2006:

Suey-Lee Chang

UnBo Chung

Ramzan Ali Kapadia

Helen C. Lee

Benjamin E. Lumicao

Sharda J. Thapa

Lisa T. Yee

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. PETER C. B. BYNOE
AND MS. DORIS B. HOLLEB AS MEMBERS
OF CHICAGO PLAN COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- I have reappointed Peter C. B. Bynoe and Doris B. Holleb as members of the Chicago Plan Commission for terms effective immediately and expiring January 25, 2005.

9/4/2003

COMMUNICATIONS, ETC.

6433

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. ALLISON S. DAVIS
AND MS. LINDA A. SEARL AS MEMBERS
OF CHICAGO PLAN COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- I have reappointed Allison S. Davis and Linda A. Searl as members of the Chicago Plan Commission for terms effective immediately and expiring January 25, 2006.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF DR. LEON D. FINNEY, JR.
AS MEMBER OF CHICAGO PLAN COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- I have reappointed Dr. Leon D. Finney, Jr. as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2008.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MS. NANCY A. PACHER
AS MEMBER OF CHICAGO PLAN COMMISSION.

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

9/4/2003

COMMUNICATIONS, ETC.

6435

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- I have reappointed Nancy A. Pacher as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2007.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLES 4, 5 AND 13 OF MUNICIPAL
CODE OF CHICAGO CONCERNING BUILDING
SAFETY REQUIREMENTS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee comprised of the members of the Committee on Buildings and the members of the Committee on License and Consumer Protection:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Buildings, I transmit herewith an ordinance amending the Municipal Code regarding building safety.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- MODULE 4 OF PROPOSED NEW TITLE 17
OF MUNICIPAL CODE OF CHICAGO (CHICAGO
ZONING ORDINANCE).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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 Module 4 of the proposed new zoning ordinance.

Your favorable consideration of this item will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLES 13 AND 18 OF MUNICIPAL CODE
OF CHICAGO CONCERNING MEMBERSHIP OF BUILDING BOARD
OF APPEALS AND HANDICAPPED ACCESSIBILITY
REQUIREMENTS FOR BUILDINGS
AND STRUCTURES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Mayor's Office for People with Disabilities, I transmit herewith an ordinance amending Chapter 18-11 of the building code regarding accessibility.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF CHICAGO O'HARE
INTERNATIONAL AIRPORT GENERAL AIRPORT AND
THIRD LIEN REVENUE BONDS.

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

September 4, 2003.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance authorizing the issuance of O'Hare General Airport Revenue Bonds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

9/4/2003

COMMUNICATIONS, ETC.

6439

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances approving a redevelopment plan and project, designating a redevelopment project area, and adopting T.I.F. financing for the Edgewater/Ashland Redevelopment Project Area.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR APPROVAL OF REDEVELOPMENT
PLAN, DESIGNATION OF REDEVELOPMENT PROJECT
AREA AND ADOPTION OF TAX INCREMENT
ALLOCATION FINANCING FOR 35TH/STATE
REDEVELOPMENT PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances approving a redevelopment plan and project, designating a redevelopment project area, and adopting T.I.F. financing for the 35th and State Redevelopment Project Area.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF GUNNISON STREET LOFTS, L.L.C. AS
PROJECT DEVELOPER AND AUTHORIZATION FOR EXECUTION
OF REDEVELOPMENT AGREEMENT, ISSUANCE OF CITY
NOTE AND APPROVAL FOR PAYMENT OF CERTAIN
INCREMENTAL TAXES FOR PROPERTY AT
4840 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

September 4, 2003.

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 Gunnison Street Lofts, L.L.C. for 4840 North Broadway.

9/4/2003

COMMUNICATIONS, ETC.

6441

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 AT
3434 -- 3464 SOUTH HALSTED STREET, DESIGNATION OF
ACRE DEVELOPMENT, L.L.C. AS PROJECT DEVELOPER,
AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT AND
ISSUANCE OF CITY NOTE.

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

September 4, 2003.

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 ACRE Development, L.L.C. for 3434 -- 3464 South Halsted Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CLASS L TAX INCENTIVE
DESIGNATION FOR MALLERS BUILDING AT
5 SOUTH WABASH 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

September 4, 2003.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a Class L designation for the Mallers Building.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

9/4/2003

COMMUNICATIONS, ETC.

6443

Referred -- AUTHORIZATION FOR PUBLIC HEARING ON
REESTABLISHMENT OF SPECIAL SERVICE
AREA NUMBER 8 (LAKEVIEW EAST).

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

September 4, 2003.

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 hearing for the reestablishment of Special Service Area Number 8.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR PUBLIC HEARING ON
ESTABLISHMENT OF LAKEVIEW SPECIAL SERVICE
AREA NUMBER 27 (LINCOLN/BELMONT/ASHLAND).

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

September 4, 2003.

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 hearing for the establishment of Special Service Area Number 27.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
SUPPLEMENTAL APPROPRIATION AND AMENDMENT TO
YEAR 2001 ANNUAL APPROPRIATION ORDINANCE
WITHIN FUND 925 FOR CHICAGO
METROPOLITAN BATTERED
WOMEN'S NETWORK.

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

September 4, 2003.

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

9/4/2003

COMMUNICATIONS, ETC.

6445

LADIES AND GENTLEMEN -- At the request of the commissioner of Public Health, I transmit herewith an ordinance authorizing the execution of a contract extension regarding the Domestic Violence Help Line grant.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF YEAR 2003 ANNUAL APPROPRIATION
ORDINANCE WITHIN FUND 925 TO PROVIDE FUNDING
FOR CERTAIN MUNICIPAL AGENCIES.

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

September 4, 2003.

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 XXIX COMMUNITY DEVELOPMENT
BLOCK GRANT ORDINANCE TO PROVIDE FUNDING FOR
PUBLIC SERVICE PROJECTS ADMINISTERED BY
VARIOUS MUNICIPAL AGENCIES.

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

September 4, 2003.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance adjusting the Year XXIX C.D.B.G. Delegate Agency awards.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

9/4/2003

COMMUNICATIONS, ETC.

6447

Referred -- AUTHORIZATION FOR EXECUTION OF
INTERGOVERNMENTAL AGREEMENT WITH
CHICAGO HOUSING AUTHORITY FOR
PROVISION OF CERTAIN
PROFESSIONAL
SERVICES.

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

September 4, 2003.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Human Service, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Housing Authority regarding the Service Connector program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

which was, together with the proposed orders transmitted therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

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

Your favorable consideration of these orders will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTER-
GOVERNMENTAL AGREEMENT WITH CHICAGO
HOUSING AUTHORITY CONCERNING LAND
EXCHANGE FOR REDEVELOPMENT OF
ROBERT TAYLOR HOMES.

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:*

9/4/2003

COMMUNICATIONS, ETC.

6449

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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 regarding a land exchange.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTER-
GOVERNMENTAL AGREEMENT WITH CHICAGO
TRANSIT AUTHORITY CONCERNING LAND
EXCHANGE FOR BENEFIT OF 24th/
MICHIGAN REDEVELOPMENT
PROJECT 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 Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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 Transit Authority regarding a land exchange.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF CITY-OWNED PROPERTY
AT 4725 -- 4743 SOUTH DREXEL BOULEVARD
TO HISTORIC DREXEL PARTNERS.

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

September 4, 2003.

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

9/4/2003

COMMUNICATIONS, ETC.

6451

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the sale of city-owned property at 4725 -- 4743 South Drexel Boulevard to Historic Drexel Partners.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF CITY-OWNED PROPERTY
AT 100 -- 104 WEST CERMAK ROAD AND 2001 SOUTH
DEARBORN STREET TO AND AUTHORIZATION FOR
EXECUTION OF REDEVELOPMENT AGREEMENT
WITH HOLSTEN LAND HOLDINGS, INC.
FOR DEVELOPMENT OF OPEN SPACE.

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

September 4, 2003.

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 city-owned property at 100 -- 104 West Cermak Road and 2001 South Dearborn Street to Holsten Land Holdings, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF CITY-OWNED PROPERTY
AT 3987 -- 3993 SOUTH DREXEL BOULEVARD TO
AND AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT
WITH 3993 DREXEL, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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 city-owned property at 3987 -- 3993 South Drexel to 3993 Drexel, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

9/4/2003

COMMUNICATIONS, ETC.

6453

Referred -- APPROVAL FOR SALE OF CITY-OWNED PROPERTIES
AT 4105 AND 4115 SOUTH DREXEL BOULEVARD
TO AND AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT WITH MARTIN
REEVES DEVELOPMENT, L.L.C.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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 city-owned property at 4105 -- 4115 South Drexel Boulevard to Martin Reeves Development, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF CITY-OWNED PROPERTY
AT 4127 -- 4129 SOUTH DREXEL BOULEVARD TO
AND AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT
WITH 4127 DREXEL, INC.

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

which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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 city-owned property at 4127 -- 4129 South Drexel to 4127 Drexel, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF CITY-OWNED PROPERTY
AT 7601 -- 7635 SOUTH RACINE AVENUE TO
AND AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT WITH
MR. WOODROW A. HALL.

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:*

9/4/2003

COMMUNICATIONS, ETC.

6455

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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 city-owned property at 7601 -- 7635 South Racine Avenue to Woodrow A. Hall.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT
10430 AND 10450 -- 10460 SOUTH MICHIGAN AVENUE
TO AND AUTHORIZATION FOR EXECUTION
OF REDEVELOPMENT AGREEMENT WITH
ROSELAND SLF ASSOCIATES, L.P.
AND ASSOCIATED EXCHANGE
OF PROPERTY WITH NHS
REDEVELOPMENT
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

September 4, 2003.

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 city-owned property at 10450 -- 10460 South Michigan Avenue to Roseland SLF Associates, L.P., and an associated property exchange with Neighborhood Housing Service.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR CONVEYANCE OF CITY-OWNED
PROPERTIES AT VARIOUS LOCATIONS TO AND
AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT WITH
KIMBARK MARYLAND, L.L.C.
FOR CONSTRUCTION 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 Housing and Real Estate:*

9/4/2003

COMMUNICATIONS, ETC.

6457

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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 city-owned property to Kimbark Maryland, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF AGREEMENT WITH
METRA FOR DEVELOPMENT OF BUSWAY
AND CROSSING PROJECTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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 amendment to the City/Metra Busway Agreement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION
AND PUBLIC UTILITIES AND COMMITTEE ON POLICE AND
FIRE DIRECTED TO CONDUCT HEARINGS ON
AUGUST 14, 2003 POWER FAILURE.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed resolution transmitted therewith, *Referred to a Joint Committee comprised of the members of the Committee on Energy, Environmental Protection and Public Utilities and the members of the Committee on Police and Fire:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 4, 2003.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Environment and the Executive Director of the Office of Emergency Management and Communications, I transmit herewith a resolution concerning a recent regional power failure.

Your favorable consideration of this resolution 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 -- NOTIFICATION OF SALE OF CITY OF CHICAGO
GENERAL OBLIGATION VARIABLE RATE DEMAND BONDS,
PROJECT AND REFUNDING SERIES 2003B.

A communication from Mr. Tariq G. Malhance, City Comptroller, under the date of August 7, 2003, transmitting the Notification of Sale for the issuance of City of Chicago General Obligation Variable Rate Demand Bonds, Project and Refunding Series 2003B, which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE OF CITY OF
CHICAGO O'HARE INTERNATIONAL AIRPORT
THIRD LIEN REVENUE BONDS SERIES
2003A THROUGH 2003C.

A communication from Mr. Tariq G. Malhance, City Comptroller, under the date of August 21, 2003, transmitting the Certificate pursuant to the Bond Ordinance, the

Bond Purchase Agreement and the Official Statement for the issuance, sale and delivery of City of Chicago O'Hare International Airport Third Lien Revenue Bonds Series 2003 A-1, A-2, B-1, B-2, C-1 and C-2, which was *Placed on File*.

Placed On File -- AMENDED REDEVELOPMENT PLAN FOR
105TH STREET AND VINCENNES AVENUE TAX
INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA.

A communication from Mr. William A. Nyberg, Assistant Corporation Counsel, under the date of August 29, 2003, transmitting the Amended 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project and Plan dated August 29, 2003 for the 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- PRELIMINARY BUDGET ESTIMATE
REPORT FOR YEAR 2004.

A communication from Mr. William F. Abolt, Budget Director, Office of Budget and Management, under the date of July 31, 2003, transmitting the Preliminary Budget Estimate Report for year 2004, which was *Placed on File*.

Placed On File -- FEDERAL AVIATION ADMINISTRATION APPROVAL
OF PASSENGER FACILITY CHARGE PROGRAM AT
CHICAGO MIDWAY INTERNATIONAL AIRPORT.

A communication from Mr. Daryl McNabb, Department of Aviation, under the date of August 28, 2003, transmitting the approval by the Federal Aviation Administration of the city's application to impose a passenger facility charge at Chicago Midway

International Airport and to use passenger facility charge revenue at Gary/Chicago Airport, which was *Placed on File*.

Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORTS
FOR PERIOD ENDED JUNE 30, 2003.

The following documents received in the Office of the City Clerk from Mr. Tariq G. Malhance, City Comptroller, which were *Placed on File*.

City of Chicago Corporate Fund; Condensed Statement of Cash Receipts and Disbursements for three months ended June 30, 2003.

Statement of Funded Debt as of June 30, 2003.

City of Chicago Corporate Fund; Statement of Funded Debt as of June 30, 2003.

Placed On File -- QUARTERLY REPORT OF CITY OF CHICAGO BOND
HOLDINGS AND ACTIVE INVESTMENTS AS OF JUNE 30, 2003.

A communication from Mr. Tariq G. Malhance, City Comptroller, under the date of August 4, 2003, transmitting a quarterly report of bond holdings detailing all active City of Chicago investments as of June 30, 2003, 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 29, 2003 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on September 2, 2003 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on July 29, 2003, 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 amendment of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

Mr. Bill Adrianos, joined by Mr. Miguel Meza and Mr. Nathaniel Montgomery -- to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 5-K bounded by:

a line 125 feet north of and parallel to the public alley next north of and parallel to West North Avenue; North Keating Avenue; a line 25 feet north of and parallel to the public alley next north of and parallel to West North Avenue and the public alley next west of and parallel to North Keating Avenue.

Allright Corporation -- to classify as a C3-5 Commercial-Manufacturing District instead of Residential-Business Planned Development Number 523, as amended and an M2-5 General Manufacturing District the area shown on Map Number 2-F

bounded by:

West Polk Street; South Clark Street; a line 497.43 feet south of and parallel to the south line of West Polk Street; a line 332.69 feet more or less west of the west line of South Clark Street which ends at a point 305.12 feet north of the aforesaid line 497.43 feet south of and parallel to the south line of West Polk Street; and a line starting from the end of the last described point proceeding in a northeasterly direction 194.27 feet to a point in the south line of West Polk Street, 326.29 feet west of the west line of South Clark Street.

Ms. Ella Bernshtam, in care of Mr. James J. Banks -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 5-I bounded by:

a line 21.5 feet north of West Wabansia Avenue; the alley next east of and parallel to North Artesian Avenue; West Wabansia Avenue; and North Artesian Avenue.

BMT-I, L.L.C. -- to classify as an R5 General Residence District instead of Residential Planned Development Number 334 and an R5 General Residence District the area shown on Map Number 10-E bounded by:

a line 340.56 feet north of and parallel to the north line of East 43rd Street; the alley next east of and parallel to South Indiana Avenue; a line 240.50 feet north of and parallel to the north line of East 43rd Street; and South Indiana Avenue.

BMT-I, L.L.C. -- to classify as an R5 General Residence District instead of a B4-3 Restricted Service District the area shown on Map Number 10-E bounded by:

a line 189.89 feet north of and parallel to the north line of East 43rd Street; South Indiana Avenue; East 43rd Street; and the alley next west of and parallel to South Indiana Avenue.

BMT-I, L.L.C. -- to classify as an R5 General Residence District instead of a B4-3 Restricted Service District the area shown on Map Number 10-E bounded by:

a line 186.78 feet north of and parallel to the north line of East 43rd Street; the alley next east of and parallel to South Michigan Avenue; East 43rd Street; and South Michigan Avenue.

BMT-I, L.L.C. -- to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 10-E bounded by:

a line 295.02 feet north of and parallel to the north line of East 43rd Street; the alley next east of and parallel to South State Street; a line 89.4 feet north of and parallel to East 43rd Street; and South State Street.

BMT-I, L.L.C. -- to classify as an R5 General Residence District instead of a B4-2 Restricted Service District the area shown on Map Number 10-E bounded by:

a line 317.99 feet north of and parallel to the north line of East 43rd Street; the alley next east of and parallel to South Wabash Avenue; a line 218.11 feet north of and parallel to the north line of East 43rd Street; and South Wabash Avenue.

BMT-I, L.L.C. on behalf of the Chicago Housing Authority -- to classify as an R5 General Residence District instead of an R4 General Residence District and further, to classify as a Residential Planned Development instead of an R5 General Residence District the area shown on Map Number 10-F bounded by:

East 40th Street; South State Street; East Root Street; and the railroad abutment next west of and parallel to South Federal Street.

Dr. Michael Butkiewicz and Ms. Patricia Butkiewicz -- to classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map Number 14-M bounded by:

South Merrimac Avenue; a line 28 feet west of and parallel to South Merrimac Avenue; West 55th Street; and the first public alley south of and parallel to West 55th Street.

Catholic Charities Housing Development Corporation -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map Number 18-F bounded by:

a line 270 feet north of and parallel to West 78th Street; South Emerald Avenue; West 78th Street; and the alley next west of South Emerald Avenue.

CityEscape Garden and Design, L.L.C. -- to classify as a C2-1 General Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 1-I bounded by:

the public alley next north of and almost parallel to West Lake Street; a line 424.70 feet east of and parallel to North Albany Avenue; a line 121.05 feet south of and parallel to the public alley next north of and almost parallel to West Lake Street; a line 416 feet east of and parallel to North Albany Avenue; West Lake Street; and North Albany Avenue.

Clark/Taylor, L.L.C. -- to classify as a Residential Business Planned Development as amended, instead of Residential Business Planned Development Number 523, as amended, the area shown on Map Number 2-F bounded by:

West Polk Street; a southwesterly line (194.27 feet long) starting at a point 148.54 feet east of the east line of South Financial Place and ending at a point 332.69 feet more or less west of the west line of South Clark Street and 623.78 feet north of the centerline of former West Taylor Street; a line 332.69 feet more or less west of the west line of South Clark Street; a line 497.43 feet south of the south line of West Polk Street; South Clark Street; West Roosevelt Road; South Wells Street; the alley next north of West Taylor Street; and the alley next east of South Wells Street.

Also, to classify as a C3-5 Commercial Manufacturing District instead of Residential Business Planned Development Number 523, as amended, the area shown on Map Number 2-F bounded by:

West Polk Street; the centerline of former South LaSalle Street; a line 258.50 feet south of the south line of West Polk Street; a line 90 feet west of the west line of South Clark Street; a line 398.04 feet south of the south line of West Polk Street; South Clark Street; a line 318.65 feet north of the centerline of former West Taylor Street; a line 332.69 feet more or less west of the west line of South Clark Street which ends at a point 623.78 feet north of the centerline of former West Taylor Street; a line starting from the last described point traveling northeasterly (194.27 feet long) and ending at a point 148.54 feet east of the east line of South Financial Place.

Concord Development Corporation of Illinois -- to classify as a Residential Planned Development instead of a C3-6 Commercial Manufacturing District the area shown on Map Number 2-F bounded by:

the Eisenhower Expressway; South State Street; West Harrison Street; and the north/south public alley west of and parallel to South State Street.

Hilliard Homes II Limited Partnership, in care of Applegate & Thorne-Thomsen, P.C. -- to classify as a C2-4 General Commercial District instead of an M2-4 General Manufacturing District the area shown on Map Number 4-F bounded by:

West Cullerton Street; the alley next west of and parallel to South State Street; a line approximately 113 feet south of and parallel to West Cullerton Street; and South Dearborn Street.

Also, to classify as a C2-4 General Commercial District instead of an M2-4 General Manufacturing District the area shown on Map Number 4-F bounded by:

a line approximately 175 feet north of and parallel to West Cermak Road; the west line of South Federal Street; a line approximately 65.5 feet north of and parallel to West Cermak Road; the east line of South Federal Street; West Cermak Road; and South Clark Street.

Also, to classify as Residential Planned Development Number 31, as amended, instead of Residential Planned Development Number 31, as amended, and a C2-4 General Commercial District the area shown on Map Number 4-F bounded by:

West Cullerton Street; South State Street; West Cermak Road; South Clark Street; and South Archer Avenue.

JTA Development, Inc. -- to classify as a Residential Planned Development instead of an R4 General Residence District the area shown on Map Number 30-G bounded by:

122nd Street, the private right-of-way of the Illinois Central Railroad to the east; the city limits of the City of Chicago at 123rd Street to the south; and the public right-of-way of Ashland Avenue to the west.

Mr. Chris Karbowski -- to classify as a C1-2 Restricted Commercial District instead of an R5 General Residence District the area shown on Map Number 3-G bounded by:

North Milwaukee Avenue; a line 242.12 feet northeast of the intersection of North Milwaukee Avenue and West Augusta Boulevard, as measured at the southwest right-of-way line of North Milwaukee Avenue and perpendicular thereto; a line 109.67 feet north of West Augusta Boulevard; a line 50.40 feet east of North Noble Street; West Augusta Boulevard; North Noble Street; a line 140.23 feet north of West Augusta Boulevard; and a line 272.25 feet northeast of the intersection of North Milwaukee Avenue and West Augusta Boulevard, as measured at the southwest right-of-way line of North Milwaukee Avenue and perpendicular thereto.

Mr. Chris Karbowski -- to classify as a B4-2 Restricted Service District instead of Residential Planned Development Number 46 the area shown on Map Number 3-G bounded by:

a line 125 feet northeast of and parallel to North Milwaukee Avenue; the westerly right-of-way line of the John Fitzgerald Kennedy Expressway; West Augusta Boulevard; North Milwaukee Avenue; and West Cortez Street.

Mr. Jimmy Lopez, as sole manager and member of JL Development, L.L.C. -- to classify as a B4-3 Restricted Service District instead of a B4-2 Restricted Service District the area shown on Map Number 3-G bounded by:

North Ashland Avenue; a line 92.50 feet south of West Le Moyne Street; the alley east of and parallel to West North Avenue; and West Le Moyne Street.

Menard, Inc. -- to classify as a B5-1 General Service District instead of an M2-2 General Manufacturing District the area shown on Map Number 3-K bounded by:

West North Avenue; North Kostner Avenue; a line 635 feet south of and parallel to West North Avenue; and a line 999.4 feet west of and parallel to North Kostner Avenue.

Also, to classify as a B5-1 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 3-K bounded by:

a line 635 feet south of and parallel to West North Avenue; North Kostner Avenue; a line 1,269.4 feet south of and parallel to West North Avenue; a line 607.48 feet west of and parallel to North Kostner Avenue; a line 1,251.4 feet south of and parallel to West North Avenue; thence northwesterly on a curved line tangent to said last described line convex to the southwest and having a

radius of 373.07 feet, a distance of 267.33 feet to a line that is 109.75 feet north of and parallel with the south line of the northeast quarter of the northwest quarter of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian; a line 1,161.82 feet south of and parallel to West North Avenue; and a line 999.4 feet west of and parallel to North Kostner Avenue.

Also, to classify as a Business Planned Development instead of a B5-1 Restricted Service District the area shown on Map Number 3-K bounded by:

West North Avenue; North Kostner Avenue; a line 1,269.4 feet south of and parallel to West North Avenue; a line 607.48 feet west of and parallel to North Kostner Avenue; a line 1,251.4 feet south of and parallel to West North Avenue; thence northwesterly on a curved line tangent to said last described line convex to the southwest and having a radius of 373.07 feet, a distance of 267.33 feet to a line that is 109.75 feet north of and parallel with the south line of the northeast quarter of the northwest quarter of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian; a line 1,161.82 feet south of and parallel to West North Avenue; and a line 999.4 feet west of and parallel to North Kostner Avenue.

Mr. Joseph Murawski -- to classify as an R3 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 12-L bounded by:

West 51st Street; South Lorel Avenue; a line 90 feet south of and parallel to West 51st Street; and the public alley next west of and parallel to South Lorel Avenue.

New Haven Homes of Illinois, L.L.C. -- to classify as a B5-3 General Service District instead of a B5-2 General Service District the area shown on Map Number 9-H bounded by:

a line 170.00 feet southeast of West Cornelia Street and perpendicular to North Lincoln Avenue; the north/south public alley east of North Lincoln Avenue; the east/west public alley south of West Cornelia Street; a line beginning at a point on the east/west public alley 7.00 feet east of the north/south public alley and running southeast for a distance of 102.38 feet to a point on a line 50.96 feet east of North Lincoln Avenue; said line starting at a point on North Lincoln Avenue 295.40 feet south east of West Cornelia Street and perpendicular to North Lincoln Avenue; and North Lincoln Avenue.

New Life Community Church -- to classify as a B1-1 Local Retail District instead of an M1-1 Restricted Manufacturing District and further, to classify as an Institutional Planned Development instead of a B1-1 Local Retail District the area shown on Map Number 12-K bounded by:

West 51st Street; a line 334.01 feet east of and parallel to South Keeler Avenue; a southwest line (373.36 feet long) starting at a point 346.64 feet south of the south line of West 51st Street (as measured from a point 334.01 feet east of the east line of South Keeler Avenue) ending at a point 515.94 feet south of the south line of West 51st Street (as measured along the east line of South Keeler Avenue); and South Keeler Avenue.

Rainbow Homes II, L.L.C. -- to classify as a C2-3 General Commercial District instead of a C2-2 General Commercial District and further, to classify as Residential-Business Planned Development Number _____ instead of a C2-3 General Commercial District the area shown on Map Number 13-G bounded by:

a line 151.56 feet north of and parallel to West Lawrence Avenue; the alley next east of and parallel to North Ashland Avenue; a line 588.49 feet north of and parallel to West Lawrence Avenue; a line 107.0 feet east of and parallel to the alley next east of and parallel to North Ashland Avenue; a line 503.07 feet north of and parallel to West Lawrence Avenue; and North Clark Street.

Mr. Mohammed Siddiqi -- to classify as a B5-5 General Service District instead of a B5-2 General Service District the area shown on Map Number 17-H bounded by:

a line 207.6 feet east of and parallel to North Leavitt Street; West Devon Avenue; a line 57.65 feet east of and parallel to North Leavitt Street; and the east/west public alley north of and parallel to West Devon Avenue.

Mr. Gus Tountas, in care of Mr. James J. Banks -- to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map Number 17-M bounded by:

North Meade Avenue; a line from a point 150.04 feet north of West Touhy Avenue and the easterly right-of-way line of North Meade Avenue, to a point 142.21 feet north of West Touhy Avenue and 134.81 feet east of North Meade Avenue; a line from a point 142.21 feet north of West Touhy Avenue and 134.81 feet east of North Meade Avenue, to a point 172.88 feet north of West Touhy Avenue and 257.14 feet east of North Meade Avenue; a line from a point 172.88 feet north of West Touhy Avenue and 257.14 feet east of North Meade Avenue, to a point 300 feet north of West Touhy Avenue and the corporate city limits of the City of

Chicago (a line 410.36 feet east of North Meade Avenue); the corporate city limits of the City of Chicago (a line 410.36 feet east of North Meade Avenue); and West Touhy Avenue.

Ms. Sandra Rosas -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map Number 6-J bounded by:

a line 49.50 feet north of and parallel to West 28th Street; South Lawndale Avenue; West 28th Street; and the public alley next west of and parallel to South Lawndale Avenue.

Roseland SLF Associates, L.P. -- to classify as an R5 General Residence District instead of a B5-1 General Service District and further, to classify as an Institutional Planned Development instead of an R5 General Residence District the area shown on Map Number 26-E bounded by:

a line approximately 302 feet north of and parallel to East 105th Street; South Michigan Avenue; East 105th Street; and the alley next west of and parallel to South Michigan Avenue.

Up and Coming, Inc. -- to classify as an R3 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 12-M bounded by:

a line 345.5 feet north of and parallel to West 53rd Street; South Melvina Avenue; a line 235.5 feet north of and parallel to West 53rd Street; and the alley next west of and parallel to South Melvina Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Abdi Ahmed M., Affirmative Insurance Company and Rose Y. Tapia, Allstate Insurance Company (2) Santiago Horgan and Adam Lopez, American Family Insurance and Dorothy Nevels, Amlani Antoinette M., Anderson Emma L., Anderson George E., Andjelic Jovan, Athanasiades Christina;

Bernard Elizabeth M., Blakemore Sheree D., Bowen Joseph T., Bridges Paula M., Brown Brenda R., Brownfield Darlene H., Buziak Chester;

Calderon Rachel F., Cervantes Mercedes Alicia, Clark Gwendolyn, Cole Donald R., Cubie Fred, Cummings Parrish Cornelius;

Daniels Lloyd L., Davis Thomas, Di Tusa Michael A., Duncan Kathleen M., Dyer Carmesha A.;

Eldridge Gregory E., Esler Carol J., Evans Maxie;

Frawley Thomas J., Fullilove Bernice, Furlan John K.;

Gehrken Antje I., Gilmore Shawana;

Harper Latoya S., Hightower Vanessa D.;

Ianchici Cornel and Maria;

Jomaa Jwad K., Jones Otis;

Kannookadan Joseph P., Karczewska Regina, Kidd Velma, Knolhoff Norman J., Kroulaidis John J.;

Leininger Joyce A., Lin Ping Qing, Ljubenko Jacqueline R., Lucas Shawndra R., Lucy Giselle C.;

Madden, Jr. Kenneth C., Mendoza Alvin S., Miller Lance, Moore Latasha C.;

Needlman Allen S., Nelson Harold D., Northwestern Memorial Physicians Group, Novak Mary M.;

O'Connell Carole;

Pappas William J., Paszkiet Michael J., Perez Maria J., Pine Michael B., Pitts Linda S., Platt William W.;

Raheem Basith, Reaching The Mark, Incorporated, Refuerzo Cheryl C., Reid Karechia N., Reidhar Frank R., Robinson Hursel J., Rogers Vel, Roy Valentine, Russell Cannutte N.;

Salustro Sharon, Satterwhite Eric D., Savvakis Damianos, Scorzo Anthony J., Shapiro Barry J., Simpson Katherine Mary, Smith Maria A., Stanfa Marietta L., State Farm Insurance Company (2) Michael O. Clarke and Perry J. Crylen, Steen Edna, Stokes Lavelle;

Thompson Vernon F., Townes Ernestine, Travis Pamela B., Tyree Earlene M.;

Urban Andee R.;

Vasavanont Kwiga, Volpe Alisa M.;

Walker Alleceia M., Wason Mary Beth, Williams Sandra L., Williamson Cheryl A., Winters Charline;

Zetser Leonid.

Referred -- TAX LEVY REQUIREMENTS FOR LABORERS' AND
RETIREMENT BOARD EMPLOYEES' ANNUITY AND
BENEFIT FUND OF CHICAGO
FOR YEAR 2004.

A communication from Mr. James Cappasso, Executive Director, Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, under the date of July 31, 2003, transmitting a resolution adopted by the Retirement Board of the Fund concerning tax levy requirements for the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago for the year 2004, which was *Referred to the Committee on Finance.*

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF HISTORIC CHICAGO
FIREHOUSES AS CHICAGO LANDMARKS.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of August 28, 2003, transmitting the Commission on Chicago Landmarks recommendation, together with a proposed ordinance, for designation of various historic firehouses as Chicago landmarks, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF ELKS NATIONAL
MEMORIAL HEADQUARTERS BUILDING AS
CHICAGO LANDMARK.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of August 28, 2003, transmitting the Commission on Chicago Landmarks recommendation, together with a proposed ordinance, for designation of the Elks National Memorial Headquarters Building at 2750 North Lakeview Avenue as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF PATE-COMISKEY
HOUSE AS CHICAGO LANDMARK.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of August 28, 2003, transmitting the Commission on Chicago Landmarks recommendation, together with a proposed ordinance, for designation of the Pate-Comiskey House at 5131 South Michigan Avenue as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred – RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF WEST
TOWN STATE BANK BUILDING AS
CHICAGO LANDMARK.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of August 28, 2003, transmitting the Commission on Chicago Landmarks recommendation, together with a proposed ordinance, for designation of the West Town State Bank Building at 2400 West Madison 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 WOOD-MAXEY-BOYD
HOUSE AS CHICAGO LANDMARK.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of August 28, 2003, transmitting the Commission on Chicago Landmarks recommendation, together with a proposed ordinance, for designation of the Wood-MaxeY-Boyd House at 2801 South Prairie Avenue as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred – AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL
SIGNS/SIGNBOARDS AT 4200 SOUTH HALSTED STREET.

A communication from Mr. Chuck Zenn, Olympic Signs, Inc., transmitting two proposed orders which would authorize the issuance of permits for the installation of signs/signboards at 4200 South Halsted Street, which was *Referred to the Committee on Buildings*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**AUTHORIZATION FOR ISSUANCE AND SALE OF VARIABLE RATE
MULTI-FAMILY HOUSING REVENUE BONDS AND EXECUTION
OF LOAN AGREEMENT WITH RENAISSANCE
SAINT LUKE, L.P.**

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of multi-family revenue bonds and the execution of a loan agreement with Renaissance Saint Luke Limited Partnership, amount of bonds not to exceed \$8,000,000, amount of loan not to exceed \$4,750,000, 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 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 41.

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:

Recitals.

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

B. As a home rule unit and pursuant to the Constitution, the City is authorized and empowered to issue multi-family housing revenue bonds for the purpose of financing the cost of acquiring, constructing and equipping a mixed-income residential facility located in the City.

C. RRG Development, Inc., an Illinois corporation which is wholly-owned by Nancy Kapp ("RRG") and Renaissance Social Services, Inc., an Illinois not-for-profit corporation ("R.S.S.I.") have formed (i) Renaissance Saint Luke, L.L.C., an Illinois limited liability company (the "General Partner"), of which RRG and R.S.S.I. are the sole members and (ii) Renaissance Saint Luke, L.P., an Illinois limited partnership (the "Borrower"), of which the General Partner is the sole general partner. The Borrower desires that the City issue, sell and deliver the City's multi-family housing revenue bonds (Renaissance Saint Luke, L.P. Project) in the aggregate principal amount of not to exceed Eight Million Dollars (\$8,000,000) (the "Bonds"), to be issued in one (1) or more series as herein provided under the terms and conditions of this ordinance and secured by one (1) or more trust indentures (each, an

"Indenture" and collectively, the "Indentures") from the City to a trustee designated by the Executive Officer (as defined in Section 6 hereof) as provided herein (the "Trustee"), and lend the proceeds therefrom to the Borrower, to enable it to pay a portion of the costs of the acquisition, construction and equipping of an approximately ninety (90) unit mixed-income senior citizen multi-family housing project, together with approximately twenty-seven (27) indoor and seventeen (17) outdoor on-site parking spaces (the "Project") located at 1501 -- 1515 West Belmont Avenue, Chicago, Illinois 60657 (Permanent Index Numbers 14-29-100-033-0000, 14-29-100-034-0000 and 14-29-100-036-0000) (the "Site"), and pay a portion of the costs of issuance and other costs in connection therewith.

D. Each series of Bonds issued pursuant to this ordinance, together with interest thereon, shall be special, limited obligations of the City secured under an Indenture for the benefit of the owners of the Bonds. Each series of Bonds will be payable from the loan payments received by the City pursuant to a loan agreement (each, a "Loan Agreement" and collectively, the "Loan Agreements"), between the City and the Borrower, pursuant to which the City will lend the proceeds of such series of Bonds to the Borrower (each, a "Loan") to finance a portion of the cost of the Project in return for loan payments sufficient to pay when due, the principal of, redemption premium, if any, and interest on such series of Bonds, and from amounts paid by such credit provider as shall be selected by the Executive Officer (the "Bank") pursuant to its irrevocable transferable direct pay letter of credit (the "Letter of Credit"), securing such series of Bonds.

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

F. In order that interest on the Bonds be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), the Borrower must comply with certain restrictions on the use and occupancy of the Project, as set forth in a Land-Use Restriction Agreement to be entered into among the Borrower, the Trustee and the City (the "Land-Use Restriction Agreement").

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

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

(3) the form of Land-Use Restriction Agreement, attached as Exhibit D hereto.

H. 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 ("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. 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.").

I. The City may have available certain funds in Corporate Fund Number 100 (the "Corporate Funds") to be used in connection with affordable housing bond initiatives or as the local match of HOME Funds as required under the HOME Program. 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.

J. D.O.H. has preliminarily reviewed and approved the making of a loan to the Borrower in an amount not to exceed Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000) (the "Affordable Housing Loan"), to be funded from HOME Funds, Corporate Funds and/or Program Income pursuant to the terms and conditions set forth in Exhibit A-1 attached hereto and made a part hereof.

K. The Chicago Low-Income Housing Trust Fund, an Illinois not-for-profit corporation (the "Trust Fund"), which was established by the City, has established the Affordable Rents for Chicago program (the "A.R.C. Program") under which the Trust Fund will extend to owners and developers of multi-unit rental housing non-interest bearing loans which will be secured by mortgages to the Trust Fund to reduce rents in such units during the terms of the loans.

L. The Borrower has made an application to the Trust Fund for a loan in an amount not to exceed One Million Dollars (\$1,000,000) from A.R.C. Program funds, which loan may reduce the principal amount of the Bonds and the first mortgage described in said Exhibit A-1 and which loan may be secured by a mortgage junior to the mortgage securing the Affordable Housing Loan, but the making of such loan is not a condition to the making of the Affordable Housing Loan or of any Loan.

M. The Borrower has made an application to the Illinois Housing Development Authority or will make application to such other entity acceptable to the Commissioner of D.O.H. (the "D.O.H. Commissioner") for a loan in the approximate amount of Seven Hundred Fifty Thousand Dollars (\$750,000), which loan may reduce the amount of the Affordable Housing Loan to be made to the Borrower and

which loan may be secured by a mortgage junior to the mortgage securing the Affordable Housing Loan, but the making of such loan is not a condition to the making of the Affordable Housing Loan or of any Loan.

N. On January 16, 2002, the City Council of the City enacted an ordinance published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 77362 through 77366 (the "Donation Tax Credit Ordinance") which authorized the establishment of a program (the "Donation Tax Credit Program") to be implemented by D.O.H. in connection with the use of certain tax credits authorized by the Illinois General Assembly pursuant to Public Act 92-0491 (as supplemented, amended and restated from time to time) for donations made in connection with affordable housing projects.

O. The City owns Parking Facility Number 27 which is a surface parking lot located at the southwest corner of West Belmont Avenue and North Greenview Avenue, in Chicago, Illinois, and R.S.S.I. is interested in acquiring from the City that portion of Parking Facility Number 27 constituting the site and the north half of the vacated alley which abuts the site (collectively, the "Property") for the purpose of constructing the Project thereon; now, therefore,

Be It Ordained by the City Council of the City of Chicago (the "City Council"), as follows:

1. **Forms Of Documents.** The forms of the Bonds, the Indenture, the Loan Agreement and the Land-Use Restriction Agreement are hereby approved.

2. **The Loan.** The making of the Loan to the Borrower pursuant to the terms of each Loan Agreement by the City and the issuance of the Bonds by the City is hereby authorized.

3. **The Bonds.** The issuance of the Bonds by the City in the principal amount of not to exceed Eight Million Dollars (\$8,000,000) from time to time and in one (1) or more series is hereby authorized, subject to the provisions of this ordinance and each Indenture hereinafter authorized.

The Bonds shall contain a provision that they are issued under authority of the Constitution and this ordinance. Each series of Bonds shall be issued pursuant to a separate Indenture. The Bonds shall mature not later than thirty-five (35) years from the first (1st) day of the month immediately succeeding the date of issue of the Bonds and shall bear interest at such rate or rates as shall be determined from time to time pursuant to the related Indenture, which interest shall be payable on the interest payment dates set forth in the related Indenture. 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 related Indenture and form of the Bonds therein. The interest rate on the Bonds

and the method of determining such interest rate from time to time is subject to adjustment in accordance with the terms of the related Indenture and no such interest rate shall exceed the rate of eighteen percent (18%).

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

4. Assignment Of Rights. The right, title and interest of the City (except for certain rights to notice, indemnification, and reimbursement) in, to and under each Loan Agreement, and the revenues to be derived by the City thereunder will be assigned to the Trustee under the related Indenture. The payment of the principal of and interest on the Bonds and the purchase price therefor will be secured by a Letter of Credit in favor of the Trustee.

5. Limited Obligations. The Bonds, when issued and outstanding, will be a limited obligation of the City, payable solely as provided in each Indenture. The Bonds and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power of the City within the meaning of any Constitutional or statutory provision of the State of Illinois. The City shall not be liable on the Bonds, nor shall the Bonds be payable out of any funds of the City other than those pledged therefor pursuant to the terms of each Indenture hereinafter described.

6. The Indentures. The execution and delivery of an Indenture securing each series of Bonds, substantially in the form attached hereto as Exhibit B, is hereby authorized. Each of (i) the Mayor of the City (the "Mayor"), (ii) the City Comptroller (the "Comptroller"), or if so designated and determined by the Comptroller, the Chief Financial Officer of the City (as defined below) (the Comptroller and the Chief Financial Officer, if so designated, being referred to collectively herein as the "Authorized Financial Officer"), or (iii) any other officer designated in writing by the Mayor (the Mayor, Authorized Financial Officer and any such other officer being hereinafter referred to collectively as the "Executive Officer") is hereby authorized to execute, acknowledge and deliver each Indenture with such changes, insertions and omissions as may be approved by the Executive Officer. The Executive Officer is hereby authorized to make such changes, insertions and omissions to the form of Indenture attached hereto as Exhibit B as shall be determined by the Executive Officer to be necessary and appropriate to provide for such additional methods of adjusting and determining the rate or rates of interest on the Bonds from time to time as shall not exceed or be inconsistent with any of the authorizations granted herein. The execution of each Indenture by the Executive Officer shall be conclusive evidence of such approval.

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

7. The Loan Agreements. The execution and delivery of a Loan Agreement relating to each series of Bonds, substantially in the form attached hereto as Exhibit C is hereby authorized. The Executive Officer is hereby authorized to execute, acknowledge and deliver each Loan Agreement with such changes, insertions and omissions as may be approved by the Executive Officer, including all such changes, insertions and omissions as shall be necessary to conform the terms of each Loan Agreement to the terms of the related Indenture. The execution of each Loan Agreement by the Executive Officer shall be conclusive evidence of such approval.

8. The Placement Agreement. The Bonds shall be sold in accordance with the provisions of one (1) or more Placement Agreements (each, a "Placement Agreement" and collectively, the "Placement Agreements") among the City, the Borrower and such placement agent as shall be selected by the Executive Officer (the "Placement Agent"), substantially in a form of similar agreements executed by the City in transactions similar to the issuance of the Bonds, with such changes, insertions and omissions as may be approved by the Executive Officer. The Executive Officer is hereby authorized to execute and deliver each Placement Agreement and the chairman of the Committee on Finance shall concur in the execution and delivery of each Placement Agreement. The execution of each Placement Agreement by the Executive Officer and the concurrence by the chairman of the Committee on Finance shall be conclusive evidence of such approval.

The Executive Officer is hereby authorized to participate in the preparation of, and to execute on behalf of the City, if necessary, such private placement memorandum or other disclosure document as shall be determined by the Executive Officer to be necessary or appropriate in connection with the placement of the Bonds by the Placement Agent (the "Disclosure Document"), provided that the City shall not be responsible for the content of the Disclosure Document except as specifically provided in the Placement Agreement executed by the Executive Officer. Any such Disclosure Document shall be in a form determined by the Executive Officer to adequately describe the terms and provisions of and the security for the Bonds and may contain such other information relating to the Bonds as the Executive Officer shall deem necessary or appropriate. The distribution and use of any such Disclosure Document in connection with the placement of the Bonds is hereby approved.

9. The Tax Agreements. The execution and delivery of one (1) or more agreements regarding arbitrage and regulations regarding the issuance of tax-exempt obligations (each, a "Tax Agreement" and collectively, the "Tax Agreements") among the City, the Borrower and the Trustee, substantially in the form of similar agreements executed by the City in transactions similar to the issuance of the Bonds, with such changes, insertions and omissions as may be approved by the Executive Officer, is hereby authorized. The Executive Officer is hereby authorized to execute, acknowledge and deliver a Tax Agreement for each series of tax-exempt Bonds with such changes, insertions and omissions as may be approved by the

Executive Officer. The execution of each Tax Agreement by the Executive Officer shall be conclusive evidence of such approval.

10. Land-Use Restriction Agreement. The execution and delivery of a Land-Use Restriction Agreement relating to the Bonds, substantially in the form attached hereto as Exhibit D is hereby authorized. The Executive Officer is hereby authorized to execute, acknowledge and deliver the Land-Use Restriction Agreement with such changes, insertions and omissions as may be approved by the Executive Officer, including such changes, insertions and deletions conforming to the Code and the regulations promulgated thereunder relating to the tax-exempt status of the Bonds reflecting the anticipated use and occupancy of the Project. The execution of the Land-Use Restriction Agreement by the Executive Officer shall be conclusive evidence of such approval.

11. Sale Of Bonds. The Bonds are hereby authorized to be sold by the Placement Agent at the purchase price (which shall be not less than ninety-eight percent (98%) of the principal amount of the Bonds) and on the terms and conditions set forth in the related Indenture and the Placement Agreement and as may be approved by the Authorized Financial Officer.

12. Execution Of Bonds. The Bonds shall be executed by manual or facsimile signature of the Mayor of the City or the Authorized Financial Officer and the seal of the City shall be affixed or imprinted and attested to by the manual or facsimile signature of the City Clerk or any Deputy Clerk, as set forth in the related Indenture and the same shall be delivered to the Trustee for proper authentication and delivery upon instructions to that effect.

13. Trustee, Tender Agent And Remarketing Agent. The Executive Officer is authorized to select the Trustee and the Tender Agent under each Indenture, and to consent to the appointment by the Borrower of the Remarketing Agent. The City shall have no obligation or liability as principal of the Trustee, the Tender Agent or the Remarketing Agent, for acts of the Trustee, the Tender Agent or the Remarketing Agent.

14. Approval Of Affordable Housing Loan. (a) Upon the approval and availability of the additional financing as shown on Exhibit A-1 hereto, the D.O.H. Commissioner and any designee of the D.O.H. 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 Affordable Housing Loan and the terms and program objectives of the HOME Program. The execution of such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The D.O.H. Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Affordable Housing Loan which do not substantially modify the terms described in Exhibit A-1 hereto. Upon the

execution and receipt of proper documentation, the D.O.H. Commissioner is hereby authorized to disburse the proceeds of the Affordable Housing Loan to the Borrower.

(b) In connection with the Affordable Housing 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 A-2 attached hereto. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code.

15. Conveyance Of The Property. The City hereby approves the conveyance of the Property to R.S.S.I. for no consideration. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to R.S.S.I.

16. Sale Of Donation Tax Credits And Appropriation And Application Of The Proceeds Of Such Sale. (a) The Donation Tax Credit Ordinance is hereby amended by adding the language underscored to Section 2 as follows:

"Section 2. The Commissioner of Housing (the "Commissioner") is hereby authorized to establish and implement the Program. In connection with the implementation of the Program, the Commissioner is hereby authorized to reserve and allocate Donation Tax Credits to eligible donors under the Act and the Regulations, including, but not limited to, the City. The City is hereby authorized to accept Donation Tax Credits allocated pursuant to the Act and the Regulations in connection with properly authorized eligible donations made by the City."

(b) The City hereby approves the conveyance of the Property as a donation to R.S.S.I. from the City under the Donation Tax Credit Program in connection with the Project. The D.O.H. Commissioner is hereby authorized to transfer the tax credits allocated to the City under the Donation Tax Credit Program in connection with the conveyance of the Property to an entity satisfactory to the D.O.H. Commissioner on such terms and conditions as are satisfactory to the D.O.H. Commissioner (the "Transfer"). The proceeds, if any, received by the City in connection with the Transfer are hereby appropriated, and the D.O.H. Commissioner is hereby authorized to use such proceeds, to make a grant to the Borrower or to R.S.S.I., in his sole discretion, for use in connection with the Project (the "Grant"). The D.O.H. Commissioner, or a designee of the D.O.H. 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 Transfer and the Grant. Upon the execution and receipt of proper documentation, the D.O.H. Commissioner is hereby authorized to disburse the proceeds of the Grant to the Borrower or to R.S.S.I., as applicable.

17. Further Assurances. The Executive Officer, the D.O.H. Commissioner, the

City Clerk and any Deputy Clerk of the City are hereby designated the authorized representatives of the City, and each of them is hereby authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance, including but not limited to, the exercise following the delivery date of any of the Bonds of any power or authority delegated to such official of the City under this ordinance with respect to the Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The Executive Officer, the D.O.H. Commissioner, the City Clerk, any Deputy City Clerk and the other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this ordinance or to evidence said authority.

18. Declaration Of Official Intent. A portion of the cost of the acquisition, construction and equipping of the Project which the City intends to finance with the proceeds of the Bonds has been 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 which have been or will be made for those costs, to the extent allowed by the Code and related regulations. 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 to so utilize those Bond proceeds.

19. Severability. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision 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 hereof; provided that no holding of invalidity shall require the City to make any payments from revenues other than those derived from the Loan Agreements.

20. No Recourse. No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this ordinance, the Indentures, the Loan Agreements, the Placement Agreements or the Tax Agreements against any past, present or future officer, member or employee of the City, or any officer, employee, director or trustee of any successor, as such, either directly or through the City, or any such successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, officer, employee, director or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indentures, the Loan Agreements, the Placement Agreements and the Tax Agreements and the issuance of the Bonds.

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

22. Repealer. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

23. Notification. The Authorized Financial Officer shall file in the office of the City Clerk after the sale of the Bonds a notification of sale directed to the City Council setting forth the principal amount and purchase price of the Bonds sold, the initial interest rate for the Bonds of each series and the method of determination of such initial interest rate pursuant to the related Indenture, and the identities of the Trustee, the Tender Agent, the Remarketing Agent, the Placement Agent and the Bank. An executed copy of each Indenture, each Loan Agreement, each Placement Agreement and each Disclosure Document shall be attached to the notification of sale.

24. Effect Of Municipal Code. 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 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. Given the applicable restrictions with respect to maximum rent and maximum income for the residents of the Project which are imposed by the sources of financing for the Project described herein, Section 2-44-090 of the Municipal Code shall not apply to the Project or the Property.

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

Officer in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Authorized Financial Officer in person.

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

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

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

Terms Of Affordable Housing Loan.

Affordable Housing Loan.

1.	Source:	HOME Funds, Corporate Funds and/or Program Income.
	Amount:	Not to exceed \$4,750,000.
	Term:	Not to exceed 32 years, commencing upon completion of the Project.
	Interest:	1% per annum.
	Security:	Non-recourse loan; second mortgage on the Project.

Additional Financing.

2. The Bonds, as described in this ordinance. The Bonds will be secured by one (1) or more Letters of Credit issued by the Bank pursuant to a reimbursement agreement ("Reimbursement Agreement") between the Bank and the Borrower. All or a portion of the Borrower's obligation to repay the Bank under the Reimbursement Agreement will be secured by a first (1st) mortgage on the Project.

3. Low-Income
Housing Tax
Credit ("L.I.H.T.C.")
Proceeds: Approximately \$2,408,121, all or a portion of
which will be applied to the payment of some or
all of the Bonds.
- Source: To be derived from the syndication by the General
Partner of approximately \$292,901 L.I.H.T.C.
annually.
4. Donation Tax Credit
Transfer Proceeds: Approximately \$870,000.
- Source: An entity acceptable to the D.O.H. Commissioner.
5. Amount: \$100.
- Source: General Partner.

*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 Writing.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

Department Of Water Management.

Tap Fees.

Cut and Seal Fees.

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

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

Exhibit "B".
(To Ordinance)

City Of Chicago

To

[Trustee]
As Trustee

Trust Indenture

Dated As Of _____, 2003

Securing

City Of Chicago Variable Rate Demand Multi-Family Housing Revenue Bonds
(Renaissance Saint Luke, L.P. Project) Series 2003 ____.

THIS TRUST INDENTURE, dated as of _____, 2003, is from 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 "City"), to [TRUSTEE], a _____ banking _____ having its principal corporate trust office in Chicago, Illinois, as trustee (the "Trustee").

RECITALS:

WHEREAS, Renaissance Saint Luke, L.P., an Illinois limited partnership (the "Borrower"), has requested financial assistance from the City to finance a project (the "Project") that consists of, among other things, the acquisition, construction and equipping of a mixed income senior citizen multi-family housing project to be located at 1501-1515 West Belmont Avenue, Chicago, Illinois (the "Project Facilities"); and

WHEREAS, pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, the City is authorized to finance the Project for the Borrower by issuing its bonds and loaning the proceeds thereof to the Borrower, and, to that end, the City has adopted a Bond Ordinance duly authorizing and directing the issuance, sale and delivery of its multi-family housing revenue bonds, to be known generally as City of Chicago Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Saint Luke, L.P. Project) Series 2003__ (the "Bonds"), to be issued as fully registered bonds and to secure payment of the principal thereof and of the interest and premium, if any, thereon and the performance and observance of the covenants and conditions herein contained, the City has authorized the execution and delivery of this Indenture; and

WHEREAS, upon the issuance of the Bonds, the City also will issue its \$_____,000 aggregate principal amount of Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Saint Luke, L.P. Project) Series 2003__ to finance a portion of the cost of the Project; and

WHEREAS, the City will loan the proceeds of the Bonds to the Borrower by entering into a Loan Agreement dated as of _____, 2003 (the "Agreement") between the City and the Borrower, and to evidence its payment obligations thereunder, the Borrower will deliver to the Trustee a Promissory Note (the "Note") in the amount of \$_____,000; and

WHEREAS, pursuant to the Agreement, the Borrower has agreed, among other things, to pay to or for the account of the Trustee an amount equal to the principal of, redemption premium and interest on the Bonds, as the same become due, all as set forth in the Agreement and the Note; and

WHEREAS, the City has determined to assign, transfer and pledge unto the Trustee as Trustee under this Indenture, for the benefit of the owners of the Bonds and the Bank, as set forth herein, all right, title and interest of the City in and to the Agreement and sums payable thereunder (except as otherwise provided herein and therein); and

WHEREAS, _____ (together with any other issuer of a Letter of Credit, as hereinafter defined, the "Bank"), will issue an irrevocable, transferable Letter of Credit dated the date of issuance and delivery of the Bonds, in favor of the Trustee for the benefit of the owners from time to time of the Bonds, in the amount of the aggregate principal amount of the Bonds, plus an amount equal to the interest to accrue on the Bonds for 35 days at a rate per annum equal to the Cap Rate, as defined herein, which initial Letter of Credit, together with any substitute Letter of Credit, is hereinafter referred to as the "Letter of Credit"; and

WHEREAS, the Bonds, the form of assignment and transfer and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the following forms, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture:

[FORM OF BONDS]

No. R- _____ STATE OF ILLINOIS \$ _____
 UNITED STATES OF AMERICA
 CITY OF CHICAGO
 VARIABLE RATE DEMAND MULTI-FAMILY HOUSING REVENUE BOND
 (RENAISSANCE SAINT LUKE, L.P. PROJECT) SERIES 2003__

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
Variable Rate	_____, 20__		

Registered Owner:

Principal Amount:

The City of Chicago (the "City"), 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

(the "State") for value received, hereby promises to pay solely from the sources and as hereinafter provided, to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, except as the provisions hereinafter set forth with respect to redemption and acceleration prior to the Maturity Date may become applicable hereto, and in like manner to pay interest on said Principal Amount at the Interest Rate hereinafter specified from the Dated Date shown above or from the most recent date to which interest has been paid, in accordance with the provisions hereof. During any Variable Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and on the actual number of days elapsed, payable on _____, 2003 and on the first Business Day (as hereinafter defined) of each calendar month thereafter and on the Conversion Date, as hereinafter defined (each a "*Variable Rate Interest Payment Date*"), until the earlier of the Conversion Date or until the principal sum hereof becomes due and payable. During the Fixed Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of 360 days of 12 30-day months, payable on the _____ 1 or _____ 1 immediately following the announcement of the Fixed Rate Period and on the first day of each _____ and _____ thereafter (each a "*Fixed Rate Interest Payment Date*" and, together with a Variable Rate Interest Payment Date, an "*Interest Payment Date*"), until the principal sum hereof becomes due and payable. Interest shall be payable on any overdue installment of principal, premium, if any, and (to the extent that such interest shall be legally enforceable) interest on this Bond at the rate of interest from time to time borne by this Bond from the due date thereof until paid. Principal of and premium, if any, on this Bond shall be payable in lawful money of the United States of America only at the principal corporate trust office of [Trustee], as Paying Agent, or its successors under trust (the "*Paying Agent*").

Interest on this Bond shall be payable to the Registered Owner hereof as of the Record Date (as hereinafter defined). Payments of interest on this Bond shall be made in lawful money of the United States of America by check or draft of the Paying Agent mailed on the applicable Interest Payment Date to the Registered Owner hereof at his address as it appears on the registration books of the City kept by the Paying Agent, as registrar (the "*Bond Registrar*"), or at such other address as is furnished to the Paying Agent in writing by such Registered Owner no later than the close of business on the Record Date immediately preceding the applicable Interest Payment Date; provided that on or prior to the Conversion Date, as hereinafter defined, payments of interest on this Bond may be made by wire transfer to the Registered Owner of this Bond if the Registered Owner hereof is the Registered Owner of at least \$1,000,000 in principal amount of the Bonds (as hereinafter defined) as of the close of business on the Record Date immediately preceding the applicable Interest Payment Date and such Registered Owner shall have given written notice to the Paying Agent on or before the second Business Day immediately preceding such Record Date, directing the Paying Agent to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. As used herein, the term "*Record Date*" shall mean, during the Variable Rate Period, the Business Day immediately preceding a Variable Rate Interest Payment Date on this Bond, and during the Fixed Rate Period, the fifteenth day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on this Bond.

This Bond is one of an authorized series of Bonds in the aggregate principal amount of \$_____,000 (the "*Bonds*") issued for the purpose of loaning the proceeds thereof to Renaissance Saint Luke, L.P., an Illinois limited partnership (the "*Borrower*"), for the purpose of providing funds to pay a portion of the cost of acquiring, constructing and equipping a certain multi-family housing project to be located at 1501-1515 West Belmont Avenue, Chicago, Illinois (the "*Project*") owned and operated by the Borrower and located in Chicago, Illinois. The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of a Trust Indenture dated as of _____, 2003 (which indenture, as from time to time amended and supplemented, is herein referred to as the "*Indenture*"), duly executed and delivered by the City to [Trustee], as trustee (the "*Trustee*"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the City, the Trustee and the owners of the Bonds and the terms upon which the Bonds are issued and secured. The terms and conditions of the loan of the proceeds of the Bonds to the Borrower for the financing of the Project and the repayment of said funds are contained in a Loan Agreement dated as of _____, 2003, by and between the City and the Borrower (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the "*Agreement*").

Except as otherwise provided in the Indenture, the Bonds are issuable only as fully registered Bonds without coupons in denominations of \$100,000 and any integral multiple of \$5,000 in excess thereof during the Variable Rate Period, and in denominations of \$5,000 and any integral multiple thereof during the Fixed Rate Period. This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The City, the Trustee, the Paying Agent and [Trustee], as tender agent, or its successors under trust (the "*Tender Agent*") 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 premium, if any, hereon and interest due hereon and for all other purposes, and neither the City, the Trustee, the Paying Agent nor the Tender Agent shall be affected by any notice to the contrary.

Subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation thereof, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations. The Bond Registrar shall not be required to transfer or exchange any Bond after notice calling such Bond or portion thereof for redemption prior to maturity has been given as herein provided, nor during the period of 10 days next preceding the giving of such notice of redemption.

_____ has issued an irrevocable, transferable letter of credit dated the date of delivery of the Bonds in favor of the Trustee for the benefit of the owners from time to time of the Bonds, supporting the payment of the unpaid principal amount of the Bonds or the purchase price of the Bonds and in either case up to 35 days of interest at the Cap Rate (as

hereinafter defined) accrued on the Bonds to pay interest on the Bonds when due under the conditions set forth therein. The initial letter of credit, together with any substitute letter of credit, is hereinafter referred to as the "*Letter of Credit*," and _____, together with the issuer of any substitute Letter of Credit, is hereinafter referred to as the "*Bank*."

This Bond shall bear interest on the unpaid principal balance hereof until paid at the rates provided below. This Bond shall bear interest at the Variable Rate (as hereinafter defined) during the Variable Rate Period from the Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date of authentication shall be dated on or prior to the Record Date for the first Variable Rate Interest Payment Date, in which case this Bond shall bear interest from the date of the initial delivery of this Bond, or (b) such date of authentication shall be after a Record Date and prior to a Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for, in which case this Bond shall bear interest from such Variable Rate Interest Payment Date, and shall bear interest at the Fixed Rate (as hereinafter defined) during the Fixed Rate Period from the first day of the _____ and _____ to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date of authentication shall be on or prior to the Record Date for the first day of _____ and _____ immediately following the date of commencement of the Fixed Rate Period (the "*Conversion Date*"), in which case this Bond shall bear interest from the Conversion Date, or (b) such date of authentication shall be after the fifteenth day of the month preceding a Fixed Rate Interest Payment Date and prior to such Fixed Rate Interest Payment Date, in which case this Bond shall bear interest from such Fixed Rate Interest Payment Date.

For the period from the date of the initial delivery of the Bonds to the earlier of the Conversion Date or the maturity date of this Bond (the "*Variable Rate Period*"), this Bond shall bear interest from such initial delivery date or the Thursday of a week, as the case may be, to and including the Wednesday of the immediately following week, at the Variable Rate (described below) for such interest rate period (an "*Interest Rate Period*"). This Bond shall bear interest (i) during the initial Interest Rate Period, as measured from the date of the initial delivery of the Bonds to and including the Wednesday of the immediately following week, at the rate set forth in the Indenture, and (ii) during each Interest Rate Period thereafter, at a rate (the "*Variable Rate*") equal to the lesser of (a) the Cap Rate (as hereinafter defined) or (b) the interest rate established by the Remarketing Agent, as defined in the Indenture, in the following manner: on the Wednesday of each week succeeding the initial delivery date (or the immediately preceding Business Day, in the event that any such Wednesday is not a Business Day), the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the effective date of such interest rate being 100 percent of the principal amount thereof, and on such date shall give notice of the interest rate so determined by telephone or electronic transmission, promptly confirmed in writing to the City (if requested by the City), the Trustee, the Paying Agent, the Borrower and the Bank, and the interest rate so determined (if not greater than the Cap Rate) shall be the interest rate on this Bond for the immediately following Interest Rate Period; provided that if for any reason the interest rate on this Bond for any such Interest Rate Period is not or cannot be established in the foregoing manner, the Variable Rate for the immediately preceding interest rate period shall remain in effect for such interest rate period.

"Cap Rate" means the rate per annum equal to the least of (a) ___ percent per annum, (b) the maximum interest rate at the time then specified in the Letter of Credit (initially, ___ percent per annum), or (c) the maximum contract rate of interest permitted from time to time by the laws of the State.

Notwithstanding the above, this Bond shall bear interest at a fixed rate (the "Fixed Rate") from the Conversion Date to the maturity date of this Bond (the "Fixed Rate Period") equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: in order to establish the Fixed Rate, the City, the Trustee, the Remarketing Agent and the Bank shall have received written notice from the Borrower of the exercise of its option to convert the interest rate borne by the Bonds to the Fixed Rate, at least 45 days prior to the date specified by the Borrower as the Conversion Date (the "Proposed Conversion Date"). On or before the Business Day immediately preceding the Proposed Conversion Date, the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the Proposed Conversion Date being 100 percent of the principal amount thereof, and the interest rate so determined shall be the Fixed Rate from and after the Conversion Date. Notwithstanding the foregoing, such Fixed Rate shall not take effect if there shall not have been supplied to the City, the Trustee, the Borrower, the Remarketing Agent, the Tender Agent and the Bank at or prior to 10:00 A.M., New York time, on the Proposed Conversion Date an opinion of Bond Counsel stating that such conversion to the Fixed Rate is lawful under applicable law and permitted by the Indenture and that such conversion to the Fixed Rate will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the registered owners thereof for federal income tax purposes. If all conditions to the establishment of the Fixed Rate are not met, this Bond shall bear interest at the Variable Rate determined as set forth in the Indenture and will continue to remain outstanding as if no such election had been made by the Borrower to convert the interest rate borne by the Bonds to the Fixed Rate.

The City, at the direction of the Borrower, has appointed _____ as Remarketing Agent under the Indenture, which appointment has been approved by the Borrower. The City, at the direction of the Borrower, may, from time to time, remove or replace the Remarketing Agent. The determination of any interest rate by the Remarketing Agent shall be conclusive and binding on the City, the Borrower, the Trustee, the Bank, the Tender Agent and the owners from time to time of all of the Bonds.

The Registered Owner hereof has the right to tender this Bond or a portion hereof (in authorized denominations, provided that after such tender such remaining portion shall also be in an authorized denomination) to the Tender Agent for purchase as a whole or in part on any Business Day during the Variable Rate Period, but not thereafter, at a purchase price equal to 100 percent of the principal amount hereof tendered plus accrued interest to the specified purchase date, in accordance with the Indenture. In order to exercise such option with respect to this Bond or any portion hereof, the Registered Owner hereof must give to the Tender Agent at its designated corporate trust office by the opening of business at such office on a Business Day which is at least seven days immediately preceding the purchase date, notice by telephone, confirmed by written notice of tender to the Tender Agent on a Business Day not more than two

Business Days after such notice, or written notice of tender to the Tender Agent (which written notice of tender in either case shall be in the form attached hereto or shall be in such other form acceptable to the Tender Agent). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the Registered Owner hereof. At or before 10:00 A.M., New York time, on the specified purchase date, the owner of each Bond as to which any such notice of tender shall have been given shall deliver this Bond and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or in such other form acceptable to the Tender Agent) to the Tender Agent at its designated corporate trust office, and on the specified purchase date, the Tender Agent shall purchase this Bond only out of funds made available to it for such purpose, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof plus accrued interest to the specified purchase date, if any, thereon. The Registered Owner hereof, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the times aforesaid. If this Bond is not so tendered (an "*Unsurrendered Bond*"), and there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture Available Moneys (as defined in the Indenture) sufficient to pay the purchase price of this Bond and all other Bonds so tendered or deemed tendered for purchase on such specified purchase date, this Bond shall be deemed to have been tendered by the Registered Owner hereof and purchased from such Registered Owner on the specified purchase date, and the Registered Owner hereof shall not be entitled to receive interest on this Bond on and after the specified purchase date. Upon surrender of this Unsurrendered Bond to the Tender Agent, the Tender Agent shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal the purchase price of this Unsurrendered Bond due on such purchase date. The Tender Agent shall, in its sole discretion, determine whether, with respect to any Bond, the owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part.

Subject to the provisions below, the Registered Owner of this Bond is required to tender this Bond to the Tender Agent for purchase on (i) the Proposed Conversion Date, (ii) a Letter of Credit Substitution Date (as hereinafter defined) and (iii) a Letter of Credit Termination Date (as hereinafter defined) (each a "*Mandatory Tender Date*"), all as more fully provided below. Notice of a mandatory tender shall be given by the Bond Registrar by first class mail, postage prepaid, to the owner of this Bond at its address appearing on the registration books of the City maintained by the Bond Registrar, not less than 30 nor more than 35 days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date and shall state that the Mandatory Tender Date is a Proposed Conversion Date, a Letter of Credit Substitution Date or a Letter of Credit Termination Date, as the case may be, and shall state that this Bond must be tendered by the Registered Owner hereof for purchase at or before 10:00 A.M., New York time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Tender Agent), and shall be purchased on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately

following Business Day) at a purchase price equal to the principal amount hereof plus accrued interest, if any, hereon, and if this Bond is not so tendered, but there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price for this Bond and all other Bonds so tendered or deemed tendered for purchase on the Mandatory Tender Date, this Bond shall be deemed to have been tendered for purchase by the owner hereof and purchased from such owner on the Mandatory Tender Date.

This Bond shall be tendered by the owner hereof to the Tender Agent for purchase at or before 10:00 A.M., New York time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), by delivering this Bond to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Tender Agent), and on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), the Tender Agent shall purchase this Bond, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof, and the owner of this Bond, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the time as aforesaid.

If this Bond is not tendered at or before 10:00 A.M., New York time, on any Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), and there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price hereof and all other Bonds tendered or deemed tendered for purchase on such Mandatory Tender Date, this Bond shall be deemed to be tendered by the Registered Owner hereof and purchased from such Registered Owner on the Mandatory Tender Date, and the Registered Owner hereof shall not be entitled to receive interest on this Unsurrendered Bond on and after such Mandatory Tender Date. Upon surrender of this Unsurrendered Bond to the Tender Agent, the Tender Agent shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal to the purchase price of this Unsurrendered Bond due on such Mandatory Tender Date.

"Business Day" means any day other than (i) a day on which banking institutions in the city in which the principal corporate trust office of the Trustee or the Tender Agent is located are required or authorized by law to remain closed, (ii) a day on which banking institutions in the city in which the office of the Bank where drawings under the Letter of Credit are to be made is located are required or authorized by law to remain closed, (iii) a day on which the principal office of the Remarketing Agent is closed, or (iv) a day on which the New York Stock Exchange is closed.

"Letter of Credit Substitution" means the delivery of a substitute Letter of Credit if the Trustee has not received a Maintenance of Rating at least 35 days prior to what would otherwise be the Letter of Credit Substitution Date.

"Letter of Credit Substitution Date" means the fifth Business Day next preceding the proposed date of a Letter of Credit Substitution.

"Letter of Credit Termination Date" means the first Business Day of the calendar month in which the Stated Expiration Date of the Letter of Credit is to occur, unless the Borrower shall have caused the delivery of a substitute Letter of Credit to the Trustee pursuant to the Agreement at least 35 days prior to such Letter of Credit Termination Date.

"Maintenance of Rating" means (i) if the Bonds are then rated by either Moody's Investors Service, Inc. (*"Moody's"*) or Standard & Poor's, a Division of The McGraw-Hill Companies, Inc. (*"S&P"*), written confirmation from Moody's (only if Moody's is then maintaining a rating on the Bonds) and S&P (only if S&P is then maintaining a rating on the Bonds), that upon the effective date of the substitute Letter of Credit, the existing ratings on the Bonds will not be withdrawn or reduced as a result of the substitution of such Letter of Credit, or (ii) if the Bonds are not then rated by a Rating Agency, written verification that the higher of the commercial paper credit ratings from Moody's and S&P of the provider of the substitute Letter of Credit is at least equal to the higher of the then commercial paper credit ratings of the Bank which provided the Letter of Credit for which the substitute Letter of Credit is being issued.

Prior to the Conversion Date, the Bonds are subject to redemption prior to maturity by the City from any available funds, including moneys derived from a prepayment of the Note (or a portion thereof) at the option of the Borrower, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on the behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption), on any date, at a redemption price of 100 percent of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

After the Conversion Date, the Bonds are subject to redemption prior to maturity by the City from any available funds, including funds derived from a prepayment of the Note (or a portion thereof) at the option of the Borrower, as a whole on any date, subject to the terms of the Indenture, or in part on any Interest Payment Date (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption), subject to the terms of the Indenture, at a redemption price of 100 percent of the principal amount thereof to be redeemed and accrued interest to the date fixed for redemption, plus the applicable premium, if any, set forth in the Indenture.

After the Conversion Date, the Bonds are also subject to redemption at the option of the Borrower, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Bond Registrar, provided the Bonds held by the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first subject to such redemption prior to any other Bonds which may be selected for redemption) on any date at the redemption price of 100 percent of the principal amount thereof to be redeemed plus accrued interest, if any, to the date fixed for redemption, upon the occurrence of any of certain events described in the Indenture relating to damage, destruction or condemnation of the Project.

The Bonds are also subject to mandatory redemption prior to maturity by the City, as a whole and not in part, on any date within 60 days of the occurrence of a Determination of Taxability (as defined in the Indenture), at a redemption price of 100 percent of the principal amount to be redeemed (or 103 percent of the principal amount thereof to be redeemed during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

If any of the Bonds or portions thereof (which shall be an authorized denomination) are called for redemption prior to maturity as aforesaid, the Trustee shall give notice, at the direction of the Borrower (which direction shall be in writing), by directing the Bond Registrar to mail a copy of the redemption notice by first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the City maintained by the Bond Registrar; provided that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond or a portion thereof with respect to which no such failure or defect has occurred. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice.

The Registered Owner of this Bond has no right to enforce the provisions of the Indenture or the 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 Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. 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 Indenture prescribes the manner in which it may be discharged, including a provision that under certain circumstances the Bonds shall be deemed to be paid if Governmental Obligations, as defined therein, maturing as to principal and interest in such amounts and on such dates as will provide sufficient funds to pay the principal of and interest and premium, if any, on such Bonds and all fees, charges and expenses of the Trustee, and all other liabilities of the Borrower under the Agreement, shall have been deposited with the Trustee, after which such Bonds shall no longer be secured by or entitled to the benefits of the Indenture or the Agreement, except for purposes of transfer and exchange and payment from such Governmental Obligations on the date or dates specified at the time of such deposit.

The Indenture permits the amendment thereof and the modification of the rights and obligations of the City and the rights of the owners of the Bonds at any time by the City with the consent of the Registered Owners of a majority, or in certain instances 100 percent, in aggregate principal amount of the Bonds at the time outstanding, as defined in the Indenture. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such owner and upon all future owners of this Bond and of any Bond issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Indenture also contains provisions permitting the Trustee to enter into certain supplemental indentures without the consent of the owners of the Bonds and to waive certain

past defaults under the Indenture and their consequences. No supplemental indenture will become effective without the consent of the Borrower and, if a Letter of Credit is then in effect and if the Bank has not failed to honor a properly presented drawing thereunder, the Bank.

THIS BOND AND ALL OTHER BONDS ISSUED UNDER AND SECURED BY THE INDENTURE, AS HEREINAFTER DEFINED, ARE, AND ARE TO BE, EQUALLY AND RATABLY SECURED, TO THE EXTENT PROVIDED IN THE INDENTURE, SOLELY BY A PLEDGE OF THE REVENUES AND OTHER FUNDS PLEDGED UNDER THE INDENTURE. THE BONDS, TOGETHER WITH PREMIUM, IF ANY, AND INTEREST THEREON, ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM THE REVENUES AND ARE A VALID CLAIM OF THE OWNERS FROM TIME TO TIME THEREOF ONLY AGAINST THE MONEYS HELD BY THE TRUSTEE AND THE TENDER AGENT AND PLEDGED TO THE PAYMENT OF THE BONDS, AND THE REVENUES, WHICH REVENUES SHALL BE USED FOR NO OTHER PURPOSE THAN TO PAY THE PRINCIPAL INSTALLMENTS OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, EXCEPT AS MAY BE OTHERWISE EXPRESSLY AUTHORIZED IN THE INDENTURE OR THE AGREEMENT. THE BONDS ARE NOT AN INDEBTEDNESS OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR THE GENERAL CREDIT TAXING POWERS OF THE STATE, THE CITY, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, AND SHALL NEVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE CITY, AND NEITHER THE CITY, THE STATE NOR ANY OTHER POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE FOR THE PAYMENTS OF PRINCIPAL OF AND, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, AND THE BONDS ARE PAYABLE FROM NO OTHER SOURCE, BUT ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY OUT OF THE REVENUES AND RECEIPTS OF THE CITY DERIVED PURSUANT TO THE AGREEMENT. NO OWNER OF THE BONDS HAS THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE STATE, THE CITY OR ANY OTHER POLITICAL SUBDIVISION THEREOF TO PAY THE BONDS OR THE INTEREST OR PREMIUM, IF ANY, THEREON.

No recourse shall be had for the payment of the principal or premium, if any, or purchase price of, or interest on, this Bond, or for any claim based hereon or on the Indenture, against any member, officer or employee, past, present or future, of the City or of any successor body, as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise.

This Bond is not valid unless the Certificate of Authentication endorsed hereon is duly executed by the Paying Agent.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or electronic transmission signature of its Mayor and its corporate seal or a electronic transmission thereof to be affixed, imprinted, lithographed or reproduced hereon and attested by the manual or electronic transmission signature of its City Clerk or Deputy City Clerk.

CITY OF CHICAGO

By: _____
Mayor

[Seal]

Attest:

City Clerk**[FORM OF CERTIFICATE OF AUTHENTICATION]**

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

Date of Authentication:

[TRUSTEE],
as Authenticating AgentBy: _____
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	-- Uniform Gifts to Minor Act
Cust	-- Custodian
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.

ASSIGNMENT

For Value Received, the undersigned sells, assigns and transfer unto _____

(Name, Address and Taxpayer Identification Number of Assignee)

the Variable Rate Demand Multi-Family Housing Revenue Bond (Renaissance Saint Luke, L.P. Project) Series 2003__ (the "*Bond*") of the City of Chicago, 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: _____

Registered Owner

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 or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or on such other guarantee program acceptable to the Trustee.

[Form of Bondholder Tender Notice]

BONDHOLDER TENDER NOTICE

The undersigned hereby elects to have the Variable Rate Demand Multi-Family Housing Revenue Bond (Renaissance Saint Luke, L.P. Project) Series 2003__, numbered ____ (the "*Bond*") of the City of Chicago (the "*City*") (or any portion thereof in any authorized denomination) purchased in accordance with the provisions of the Bond and the Trust Indenture (the "*Indenture*") dated as of _____, 2003, by and from the City to [Trustee], as Trustee (the "*Trustee*"), on _____ (the "*Purchase Date*"), which Purchase Date shall be a Business Day at least seven days immediately following the submission of this Bondholder Tender Notice to [Trustee], as tender agent (the "*Tender Agent*") (unless the owner of the Bond shall have given telephonic notice of its election to tender the Bond at the opening of business of the Tender Agent, confirmed by submission of this Bondholder Tender Notice not more than two Business Days after such telephonic notice, in which event such Purchase Date shall be a Business Day at least seven days immediately following the date of such telephonic notice), at the purchase price of 100 percent of the principal amount thereof being purchased plus accrued interest to the date of purchase (the "*Purchase Price*"). The Bond may be tendered for purchase in part in the principal amount of \$100,000 or any integral multiple of \$5,000 in excess thereof, but the Bond shall not be tendered for purchase if the unpurchased part of the Bond shall be less than \$100,000.

Pursuant to the terms of the Indenture, the Purchase Price of the Bond (or portion thereof) to be purchased shall be paid to the Registered Owner of the Bond in immediately available funds, as provided in the Indenture, at or before 3:00 P.M., New York time, on the Purchase Date (or, if the Purchase Date is not a Business Day, as defined in the Indenture, then on the immediately following Business Day) upon presentation of the Bond to the Tender Agent, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or in such other form acceptable to the Tender Agent), at or before 10:00 A.M., New York time, on the Purchase Date (or if the Purchase Date is not a Business Day, on the immediately following Business Day), at:

_____, _____
Attention: _____

The undersigned hereby acknowledges and agrees to such terms.

This Bondholder Tender Notice shall not be accepted by the Tender Agent unless it is properly completed and received by the Tender Agent at the address designated above. If this Bond is submitted for purchase in part, the undersigned hereby directs the Tender Agent to exchange this Bond for (i) a Bond representing the principal amount of the Bond to be purchased, and (ii) a Bond (or Bonds of authorized denominations if the owner specifies the authorized denominations) representing the principal amount of the Bond not to be purchased. The Bond or Bonds not to be purchased shall be registered in the same name(s) as this Bond tendered for purchase. Unless the Registered Owner of this Bond delivers instructions to the Tender Agent with this Bondholder Tender Notice, specifying that said Registered Owner wishes to have the Tender Agent deliver more than one Bond representing the principal amount of the

Bond not to be purchased, and specifying the authorized denominations of such replacement Bonds, the Tender Agent will deliver only one replacement Bond to such Registered Owner in the principal amount of the Bond not to be purchased.

THIS ELECTION IS IRREVOCABLE AND BINDING
ON THE UNDERSIGNED AND CANNOT BE WITHDRAWN.

The undersigned hereby authorizes the Tender Agent to accept on behalf of the undersigned the Purchase Price of the Bond (or portion thereof) subject to this Bondholder Tender Notice.

Print or Type:

Name(s) of Bondholder(s)

Street City State Zip

Area Code Telephone Number

Signature(s): _____

Date: _____

Note: The signature(s) to this Bondholder Tender Notice must correspond exactly to the name(s) appearing on the registration books of the City maintained by _____ as Bond Registrar, in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

The principal amount of this Bond requested to be purchased pursuant to this Bondholder Tender Notice is

\$ _____ (Insert Total Principal Amount of Bond or a portion thereof in the amount of \$100,000 or any integral multiple of \$5,000 in excess thereof)

IF NO AMOUNT IS INDICATED IN THE SPACE ABOVE, THE REGISTERED OWNER OF THIS BOND SUBJECT TO THIS BONDHOLDER TENDER NOTICE WILL BE DEEMED TO HAVE TENDERED THE BOND IN ITS FULL PRINCIPAL AMOUNT FOR PURCHASE.

SPECIAL DELIVERY INSTRUCTIONS

To be completed only if the Registered Owner of this Bond is the Registered Owner of at least \$1,000,000 in aggregate principal amount of this Bond and the issue of which it is a part, and wishes to direct the Tender Agent to wire transfer the purchase price of the Bond (or portion thereof) to be purchased.

Wire transfer purchase price to:

Account
Number: _____

Location of
Account: _____

(Include Zip Code)

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued, as in this Indenture provided, valid, binding and legal special, limited obligations of the City, and to constitute this Indenture a valid and binding agreement securing payment of the principal of, premium, if any, and interest on all Bonds issued and to be issued hereunder, have been done and performed; and the creation, execution and delivery of this Indenture and the creation, execution and issuance of the Bonds, subject to the terms hereof, in all respects duly have been authorized;

GRANTING CLAUSES

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH: That, to secure the payment of the principal and purchase price of, and premium, if any, and interest on the Bonds according to their tenor and effect and the performance of all covenants and conditions therein and herein contained, and on a subordinated basis, to secure the obligations of the Borrower to the Bank under the Reimbursement Agreement, and in consideration of the premises, and of the purchase of the Bonds by the holders thereof, the City by these presents does grant, to the Trustee and its successors in trust, a lien on and a security interest in the following described property, rights, privileges and franchises,

GRANTING CLAUSE FIRST

All right, title and interest and privilege of the City now owned or hereafter acquired in, to and under the Agreement and any agreement supplementing, extending or modifying the same, including, without limitation, all present and future rights of the City to make claim for, collect and receive any income, revenues, issues, profits, insurance proceeds and other sums of

money payable to or for the account of or receivable by the City under the Agreement (whether payable pursuant to the Agreement or otherwise), to bring actions and proceedings under the Agreement or for the enforcement thereof, to pursue the remedies provided in the Agreement upon the occurrence of an event of default thereunder, and to do any and all things that the City is or may become entitled to do under the Agreement, but excluding the rights of the City (a) to receive payment of expenses and attorneys' fees thereunder, (b) for indemnification under Section 5.2 of the Agreement, (c) to receive notices and other documents under the Agreement, and (d) to inspect the Project Facilities and the books and records of the Borrower under Sections 5.1 and 5.3 of the Agreement;

GRANTING CLAUSE SECOND

All monies and securities held by the Trustee in any of the funds or accounts established under this Indenture (except certain amounts held in the Bond Purchase Fund, as provided herein), subject, however, to the application thereof to the uses and in the manner set forth in this Indenture;

GRANTING CLAUSE THIRD

All property which is by the express provisions of this Indenture required to be subject to the lien hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien hereof, by the City or by anyone in its behalf, and the Trustee is hereby authorized to receive the same at any time as additional security hereunder; and

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security interest created by this Indenture, to the Trustee and its successors in trust and assigns forever.

IN TRUST, NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds issued under and secured by this Indenture, without preference, privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any other of the Bonds except as provided herein; and on a subordinated basis for the benefit, security and protection of the Bank as described above.

PROVIDED that if the City, its successors and assigns, shall well and truly pay or cause to be paid the principal or redemption price of the Bonds and the interest due or to become due thereon, at the times and in the manner recited in the form of Bond hereinbefore set forth according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required under Article V hereof or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon (or Governmental Obligations, as hereinafter defined, sufficient for that purpose as provided in Article VIII hereof), and shall well and truly keep, perform and observe all the covenants and conditions required pursuant to the terms of this Indenture to be kept, performed and observed by

it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, and shall pay all amounts owing to the Bank under the Reimbursement Agreement and return the Letter of Credit to the Bank for cancellation, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void, and the Trustee shall forthwith release, surrender and otherwise cancel any interest it may have in the Agreement and the Note; otherwise this Indenture 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 payments, revenues, rents and receipts hereby 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 hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the said Bonds, as follows:

ARTICLE I.

DEFINITIONS

All words and phrases defined in Article I of the Agreement shall have the same meanings in this Indenture. In addition, the following words and phrases shall have the following meanings:

"Acquisition and Construction Fund" means the City of Chicago Acquisition and Construction Fund (Renaissance Saint Luke, L.P. Project), created and established in Section 6.6 of this Indenture.

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

"Agreement" means the Loan Agreement dated as of _____, 2003, by and between the City and the Borrower, as from time to time supplemented and amended.

"Alternate Credit Facility" means an irrevocable letter of credit, a surety bond, an insurance policy or other credit facility delivered to the Trustee pursuant to Section 5.7(d) of the Agreement.

"Authenticating Agent" means the Trustee or the Paying Agent.

"Available Moneys" mean (a) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during the term of the Letter of Credit, (i) Bond proceeds deposited with the Trustee contemporaneously with the issuance and sale of the Bonds and which were continuously thereafter held subject to the lien of this Indenture in a separate and segregated fund, account or subaccount established hereunder in which no moneys which were not Available Moneys were at any time held, together with

investment earnings on such Bond proceeds; (ii) moneys (A) paid by the Borrower to the Trustee, (B) held in any fund, account or subaccount established hereunder in which no other moneys which are not Available Moneys are held, and (C) which have so been on deposit with the Trustee for at least 123 consecutive days from their receipt by the Trustee during and prior to which period no petition by or against the City or the Borrower under any bankruptcy or similar law now or hereafter enacted shall have been filed (unless such petition shall have been dismissed and such dismissal be final and not subject to appeal), together with investment earnings on such moneys; (iii) moneys received by the Trustee from any draw on the Letter of Credit, together with investment earnings on such moneys; (iv) proceeds from the remarketing of any Bonds pursuant hereto to any person other than the Borrower, any affiliate or general partner of the Borrower, the City or any person which is an "insider" of any such person within the meaning of Title 11 of the United States Code, as amended (the "Bankruptcy Code"); (v) the proceeds of any obligations issued to refund the Bonds (and the proceeds of the investment thereof); and (vi) any other moneys or securities, if there is delivered to the Trustee at the time of issuance and sale of such Bonds an opinion (which may assume that no owner of Bonds is an "insider" within the meaning of the Bankruptcy Code) of nationally recognized bankruptcy counsel to the effect that the use of such proceeds to pay the principal of, premium, if any, or interest on the Bonds would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code which could be recovered under Section 550(a) of the Bankruptcy Code should the City or the Borrower become a debtor in a case or proceeding commenced thereunder and (b) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during a period in which the Letter of Credit is not in effect, any moneys furnished to the Trustee pursuant to this Indenture and the proceeds from the investment thereof. Notwithstanding the foregoing, when used with respect to the payment of any amounts due in respect of Borrower Bonds, the term "Available Moneys" shall mean any moneys held by the Trustee and the proceeds from the investment thereof, except for moneys drawn under the Letter of Credit.

"Bank" means _____, Chicago, Illinois, in its capacity as the issuer of the initial Letter of Credit pursuant to Section 5.7(a) of the Agreement, its successors in such capacity and their assigns, and the issuer of any substitute Letter of Credit or Alternate Credit Facility pursuant to Section 5.7(c) or Section 5.7(d) of the Agreement, its successors in such capacity and their assigns.

"Beneficial Owners" means the person in whose name a Bond is recorded as beneficial owner of such Bond by the Depository as a participant or indirect participant.

"Bond" or "Bonds" means the Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Saint Luke, L.P. Project) Series 2003__ of the City, in the original aggregate principal amount of \$_____,000 issued pursuant to this Indenture.

"Bond Counsel" means the counsel who rendered the opinion as to the tax-exempt status of the interest on the Bonds on the date of the issuance, sale and delivery of the Bonds or such other nationally recognized municipal bond counsel of recognized expertise with respect to such matters as may be mutually satisfactory to the City, the Borrower, the Bank and the Trustee.

"Bond Fund" means the City of Chicago Bond Fund (Renaissance Saint Luke, L.P. Project), created and established by Section 6.2 of this Indenture.

"Bond Ordinance" means the ordinance adopted by the City Council of the City on _____, 2003, which authorizes the issuance of the Bonds.

"Bond Purchase Fund" means the City of Chicago Bond Purchase Fund (Renaissance Saint Luke, L.P. Project) created and established by Section 6.8 of this Indenture.

"Bond Registrar" means [Trustee] and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor bond registrar at the time serving as such hereunder.

"Bondholder" or *"holder"* or *"owner"* of a Bond means the Registered Owner of such Bonds.

"Borrower" means Renaissance Saint Luke, L.P., an Illinois limited partnership, its successors and assigns.

"Borrower Bonds" means any Bonds (i) owned or held by the Borrower or the City or an agent of the Trustee for the account of the Borrower or the City or (ii) with respect to which the Borrower or the City has notified the Trustee, or which the Trustee actually knows, was purchased by another person for the account of the Borrower or the City.

"Business Day" means any day other than (i) a day on which banking institutions in the city in which the principal corporate trust office of the Trustee or the Tender Agent is located are required or authorized by law to remain closed, (ii) a day on which banking institutions in the city in which the office of the Bank where drawings under the Letter of Credit are to be made is located are required or authorized by law to remain closed, (iii) a day on which the principal office of the Remarketing Agent is required or authorized by law to remain closed or (iv) a day on which the New York Stock Exchange is closed.

"Cap Rate" means the rate per annum equal to the least of (a) ____ percent per annum, (b) the maximum interest rate at the time then specified in the Letter of Credit (initially, ____ percent per annum) or (c) the maximum contract rate of interest permitted by the laws of the State.

"City" means the City of Chicago, party of the first part to this Indenture, and its lawful successors and assigns.

"Code" means the federal Internal Revenue Code of 1986, as amended, and any regulations, temporary regulations and proposed regulations promulgated thereunder, or applicable thereto.

"Conversion Date" means the date on which the Fixed Rate on the Bonds is effective pursuant to Section 2.2 hereof.

"Cost" or "Costs" means any cost in respect of the Project permitted under the Agreement.

"Depository" means DTC, or any other person who shall be an owner of all Bonds directly or indirectly for the benefit of Beneficial Owners and approved by the City, the Borrower, the Trustee and the Remarketing Agent to act as the Depository; provided that any Depository shall be registered or qualified as a "clearing agency" within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended.

"Determination of Taxability" means (i) the receipt by the Borrower of a written notice from the Trustee or the receipt by the Borrower and the Trustee of a written notice from any owner of any Bond of the issuance of a preliminary letter regarding a proposed deficiency or a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on such Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code); or (ii) the delivery to the Borrower and the Trustee of an opinion of Bond Counsel to the effect that the interest payable on any Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code); or (iii) filing by the Borrower with the Trustee, any owner of any Bond or the Internal Revenue Service of any certificate, statement, or other tax schedule, return or document which discloses that the interest payable on any Bond, or any installment thereof, is includible in the federal gross income of the owner of any Bond or any former owner of any Bond (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code); or (iv) any amendment, modification, addition or change shall be made in any provision of the Code or in any regulation or proposed regulation thereunder, or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality, or any opinion of any federal court or of the United States Tax Court shall be rendered, and the Trustee, the Bank or the owner of any Bond shall have notified the Borrower and the Trustee in writing that, as a result of any such event or condition, Bond Counsel is unable to give an unqualified opinion that the interest payable on any Bond, or any installment thereof, made on or after a date specified in said notice is excludible from the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code). No event described in clause (i) above shall constitute a Determination of Taxability unless the Borrower has been afforded the opportunity to contest the same either directly or in the name of any Bondholder or Beneficial Owner, and until conclusion of any appellate review, if sought.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Event of Default" means any occurrence or event specified as such in Section 9.1 hereof.

"Fixed Rate" means the interest rate to be borne by the Bonds on and after the Conversion Date, established in accordance with Section 2.2 hereof.

"Fixed Rate Interest Payment Date" has the meaning set forth in Section 2.2 hereof.

"Fixed Rate Period" means the period from and after the Conversion Date until the maturity date of the Bonds.

"Governmental Obligations" means noncallable, direct general obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" means this Trust Indenture, as from time to time supplemented and amended.

"Interest Payment Date" means, as the context requires, a Variable Rate Interest Payment Date or a Fixed Rate Interest Payment Date.

"Land Use Restriction Agreement" means the Land Use Restriction Agreement dated as of the date hereof, among the City, the Borrower and the Trustee.

"Letter of Credit" means the initial irrevocable, transferable Letter of Credit delivered to the Trustee pursuant to Section 5.7(a) of the Agreement, and, unless the context of use indicates another or different meaning or intent, any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(c) of the Agreement, and any extensions or amendments thereof.

"Letter of Credit Substitution" means the delivery of a substitute Letter of Credit if the Trustee has not received a Maintenance of Rating at least 35 days prior to what would otherwise be the Letter of Credit Substitution Date.

"Letter of Credit Substitution Date" means the fifth Business Day next preceding the proposed date of a Letter of Credit Substitution.

"Letter of Credit Termination Date" means the first Business Day of the calendar month in which the Stated Expiration Date of the Letter of Credit is to occur (as extended from time to time), unless the Borrower shall have caused the delivery of a substitute Letter of Credit to the Trustee pursuant to Section 5.7(c) of the Agreement at least 35 days prior to such Letter of Credit Termination Date.

"Maintenance of Rating" means (i) if the Bonds are then rated by either Moody's or S&P, written confirmation from Moody's (only if Moody's is then maintaining a rating on the Bonds) and S&P (only if S&P is then maintaining a rating on the Bonds), that upon the effective date of the substitute Letter of Credit, the existing ratings on the Bonds will not be withdrawn or reduced as a result of the substitution of such Letter of Credit, or (ii) if the Bonds are not then rated by a Rating Agency, written verification that the higher of the commercial paper credit ratings from Moody's and S&P of the provider of the substitute Letter of Credit is at least equal to the higher of the then commercial paper credit ratings of the Bank which provided the Letter of Credit for which the substitute Letter of Credit is being issued.

"*Moody's*" means Moody's Investors Service, Inc., a corporation duly organized and validly existing under the laws of the State of Delaware, and its successor and assigns.

"*Note*" means the promissory note of the Borrower made payable to the Trustee pursuant to Section 4.2(a) of the Agreement.

"*Outstanding*" or "*Bonds outstanding*" means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds canceled after purchase or because of payment at maturity or upon redemption prior to maturity;

(b) Bonds or portions thereof (of authorized denominations) deemed to be paid, as provided in Article VIII hereof;

(c) Bonds in lieu of which other Bonds have been authenticated under Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof; and

(d) Unsurrendered Bonds.

If this Indenture shall have been discharged pursuant to the provisions of Article VIII hereof, no Bonds shall be deemed to be Outstanding within the meaning of this provision.

"*Paying Agent*" means the Bond Registrar, serving as paying agent pursuant to this Indenture.

"*Placement Agent*" means _____, and any successors thereto.

"*Placement Agreement*" means the Placement Agreement dated _____, 2003, among the City, the Borrower and the Placement Agent, as from time to time supplemented and amended, relating to the placement of the Bonds.

"*Project*" means the acquisition, construction and equipping of the Project Facilities.

"*Project Facilities*" means, collectively, the real estate and other property located at 1501-1515 West Belmont Avenue, Chicago, Illinois, including all of the buildings and improvements to be erected or installed therein and thereon, together with fixtures, machinery, furnishings and equipment included therein and all replacements thereto.

"*Proposed Conversion Date*" means any Interest Payment Date designated by the Borrower as the Conversion Date under this Indenture.

"*Purchased Bonds*" has the meaning set forth in Section 6.9 hereof.

"*Rating Agency*" means S&P, Moody's, and their respective successors and assigns, and, if for any reason either such rating agency no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City and approved in writing by the Borrower and the Bank.

"Rating Category" or "Rating Categories" means one 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.

"Record Date" means, during the Variable Rate Period, the Business Day immediately preceding a Variable Rate Interest Payment Date on the Bonds, and during the Fixed Rate Period, the fifteenth day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on the Bonds.

"Registered Owner" means the person or persons in whose name or names a Bond is registered on the registration books of the City maintained by the Bond Registrar for that purpose in accordance with the terms of this Indenture.

"Reimbursement Agreement" means the Reimbursement Agreement dated as of _____, 2003, between the Borrower and the Bank, as from time to time supplemented and amended, under the terms of which the Bank agrees to issue and deliver the initial Letter of Credit to the Trustee; and, unless the context or use indicates another or different meaning or intent, any letter of credit agreement or reimbursement agreement between the Borrower and the issuer of any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(b), Section 5.7(c) or Section 5.7(d) of the Agreement, as from time to time supplemented and amended, which provides that it is a Reimbursement Agreement for purposes of the Agreement and this Indenture.

"Remarketing Agent" means _____, and any successors thereto, appointed in accordance with Section 10.11 hereof.

"Remarketing Agreement" means the Remarketing Agreement dated as of _____, 2003, by and between the Borrower and the Remarketing Agent, as from time to time supplemented and amended.

"Representation Letter" means the Blanket Issuer Letter of Representations from the City and accepted by DTC.

"Revenues" means the amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds, consisting of the following: (i) all amounts payable pursuant to Section 4.2(a) of the Agreement, including amounts payable on the Note, and all receipts of the Trustee credited under the provisions of this Indenture against said amount payable, including all moneys drawn by the Trustee under the Letter of Credit to pay the principal of, premium, if any, and interest on the Bonds, (ii) any portion of the net proceeds of the Bonds deposited with the Trustee under Sections 6.1 and 6.7 hereof, and (iii) any amounts paid into the Bond Fund from the Acquisition and Construction Fund, including income on investments of the Bond Fund and the Acquisition and Construction Fund.

"S&P" means Standard & Poor's, a Division of The McGraw-Hill Companies, Inc., and its successors and assigns.

"State" means the State of Illinois.

"*Stated Expiration Date*" means the fifteenth day of a calendar month, which day is the date on which the Letter of Credit is stated to expire.

"*Substantial User*" means "*substantial user*" within the meaning of Section 147(a) of the Code (or any successor sections thereto).

"*Tax Agreement*" means the Arbitrage and Tax Regulatory Agreement dated as of the date of issuance of the Bonds, among the Borrower, the City and the Trustee.

"*Tender Agent*" means [Trustee], serving as tender agent pursuant to this Indenture and any successor tender agent at the time serving as such hereunder.

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

"*Trustee*" means [Trustee], an Illinois state banking corporation and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

"*Unsurrendered Bonds*" means Bonds (or portions thereof in authorized denominations) which are not tendered as required under the provisions of Section 4.1 and Section 4.2 hereof, but for which there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price thereof and of all other Bonds tendered or deemed to be tendered for purchase on the applicable Mandatory Tender Date, as defined in Section 4.2 hereof.

"*Variable Rate*" means the interest rate on the Bonds from time to time in effect during the Variable Rate Period, as established in Section 2.2 hereof.

"*Variable Rate Interest Payment Date*" has the meaning set forth in Section 2.2 hereof.

"*Variable Rate Period*" means the period from the date of the initial delivery of the Bonds to the earlier of the Conversion Date or the maturity date of the Bonds.

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of Bonds/Authentication and Delivery of Bonds. The total principal amount of Bonds that may be issued is hereby expressly limited to \$_____,000 except as provided in Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof.

The Trustee, forthwith upon execution and delivery of this Indenture or thereafter, from time to time, upon execution and delivery to the Trustee by the City of the Bonds, and without any further action on the part of the City, shall authenticate the Bonds in an aggregate principal amount not to exceed \$_____,000, and shall deliver the Bonds upon the request of the City.

Section 2.2. Issuance of Bonds; Disposition of Proceeds. The Bonds shall be designated "City of Chicago, Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Saint Luke, L.P. Project) Series 2003___," and shall be in the aggregate principal amount of \$_____,000. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. Except as provided in Section 3.2 hereof, the Bonds shall be issuable only as fully registered Bonds without coupons in denominations of \$100,000 and any integral multiple of \$5,000 in excess thereof during the Variable Rate Period, and in denominations of \$5,000 and any integral multiple thereof during the Fixed Rate Period. Unless the City shall otherwise direct, the Bonds shall be numbered separately from R-1 upward.

All Bonds shall be dated the date of initial issuance and delivery thereof by the City, and shall mature on _____, 20__ (subject to prior redemption as hereinafter provided in Article III). Bonds shall also bear the date of their respective authentication as specified in Section 2.4 hereof. Interest on the Bonds shall be payable during the Variable Rate Period on _____, 2003, on the first Business Day of each calendar month thereafter and on the Conversion Date (each a "*Variable Rate Interest Payment Date*"), until the earlier of the Conversion Date or the maturity date of the Bonds; and during the Fixed Rate Period on the first day of the _____ and _____ immediately following the Conversion Date and on the first day of each _____ and _____ thereafter (each a "*Fixed Rate Interest Payment Date*"), until paid.

The Bonds shall bear interest at the rate that is in effect from time to time in accordance with the provisions hereinafter set forth (calculated during the Variable Rate Period on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Fixed Rate Period on the basis of a calendar year of 360 days consisting of twelve 30-day months). Interest shall accrue on overdue payments of principal, premium, if any, and interest as provided in the form of Bond. The Bonds shall bear interest at the Variable Rate during the Variable Rate Period from the Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof, unless (a) such date of authentication shall be dated on or prior to the Record Date for the first Variable Rate Interest Payment Date, in which case the Bonds shall bear interest from the date of the initial delivery of the Bonds, or (b) such date of authentication shall be after a Record Date and prior to a Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such Variable Rate Interest Payment Date; and shall bear interest at the Fixed Rate during the Fixed Rate Period from the Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof, unless (a) such date of authentication shall be on or prior to the Record Date for the first Fixed Rate Interest Payment Date immediately following the Conversion Date, in which case the Bonds shall bear interest from the Conversion Date, or (b) such date shall be a Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such Fixed Rate Interest Payment Date.

During the Variable Rate Period, the Bonds shall bear interest from the date of the initial delivery of the Bonds or the Thursday of a week, as the case may be, to and including the

Wednesday of the next week at the Variable Rate for such interest rate period (an "*Interest Rate Period*") as follows: (i) during the initial Interest Rate Period, as measured from the date of the initial delivery of the Bonds to and including the Wednesday of the immediately following week, at a rate of _____ percent, and (ii) during each Interest Rate Period thereafter, at a rate equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: on the Wednesday of each week succeeding the initial delivery date (or the immediately preceding Business Day if any such Wednesday is not a Business Day), the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the effective date of such interest rate being 100 percent of the principal amount thereof, and on such date shall give notice of the interest rate so determined by telephone or electronic transmission, promptly confirmed in writing, to the Trustee, the Paying Agent, the Borrower and the Bank, and the interest rate so determined (if not greater than the Cap Rate) shall be the interest rate on the Bonds for the immediately following Interest Rate Period; provided that if for any reason the interest rate on the Bonds for any such Interest Rate Period is not or cannot be established in the foregoing manner, the Variable Rate for the immediately preceding interest rate period shall remain in effect for such Interest Rate Period. The Trustee shall confirm the interest rate on the Bonds from time to time in effect by telephone (confirmed in writing if requested). The determination of the Variable Rate shall be conclusive and binding on the City, the Borrower, the Trustee, the Tender Agent, the Paying Agent, the Remarketing Agent, the Bank and the Registered Owners from time to time of the Bonds.

Notwithstanding the above, the Bonds shall bear interest at the Fixed Rate for the Fixed Rate Period equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: in order to establish the Fixed Rate, the City, the Trustee, the Remarketing Agent, the Tender Agent and the Bank shall have received written notice from the Borrower of the exercise of its option to convert the interest rate borne by the Bonds to the Fixed Rate at least 45 days prior to the Proposed Conversion Date. On or before the Business Day next preceding the Proposed Conversion Date, the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the Proposed Conversion Date being 100 percent of the principal amount thereof, and on such date shall give notice by electronic transmission or telephone, promptly confirmed in writing, of the interest rate so determined to the City, the Trustee, the Borrower, the Tender Agent and the Bank, and the interest rate so determined shall be the Fixed Rate from and after the Conversion Date. Notwithstanding the foregoing, such Fixed Rate shall not take effect if there shall not have been supplied to the City, the Trustee, the Borrower, the Remarketing Agent, the Tender Agent and the Bank at or prior to 10:00 A.M., New York time, on the Proposed Conversion Date an opinion of Bond Counsel stating that such conversion to the Fixed Rate is lawful under applicable law and permitted by the Indenture and that such conversion to the Fixed Rate will not have an adverse effect on the exclusion of the interest on the Bonds from the gross income of the Registered Owners thereof for purposes of federal income taxation. If all conditions to the establishment of the Fixed Rate are not met, the Bonds shall bear interest at the Variable Rate for the remaining portion of the current Interest Rate Period at the Variable Rate then in effect, or for an Interest Rate Period at the Variable Rate in effect for the immediately preceding Interest Rate Period and will continue to remain outstanding in accordance with the terms of this Indenture as if no such election had been made by the Borrower to convert the interest rate borne by the Bonds to the Fixed Rate. The determination of the Fixed Rate shall be conclusive and binding

on the City, the Borrower, the Trustee, the Remarketing Agent, the Tender Agent, the Bank and the owners from time to time of all the Bonds.

Notwithstanding any term or provision hereof to the contrary, there shall be no Letter of Credit, substitute Letter of Credit or Alternate Credit Facility with respect to Bonds in the Fixed Rate Period, unless the Trustee shall have received an opinion of Bond Counsel to the effect that the addition or extension of any Letter of Credit, substitute Letter of Credit or Alternate Credit Facility with respect to the Bonds in the Fixed Rate Period will not have an adverse effect on the exclusion of interest on the Bonds from the gross income of the Registered Owners thereof for purposes of federal income taxation.

The Bond Registrar shall stamp a legend on the face of each Bond authenticated on or after the Conversion Date in substantially the following form:

"This Bond bears interest at the Fixed Rate, as defined in this Bond, which is ____% per annum, from and after _____."

The Bonds shall be subject to redemption prior to maturity as set forth in Article III hereof, and shall be subject to tender for purchase as set forth in Article IV hereof.

The proceeds derived from the issuance of the Bonds shall be applied as provided in Section 2.10 hereof.

Section 2.3. Execution; Limited Obligation. The Bonds shall be executed on behalf of the City with the manual or electronic transmission signature of its Mayor and shall have impressed or imprinted thereon the official seal of the City or a electronic transmission thereof and shall be attested by the manual or electronic transmission signature of its City Clerk or Deputy City Clerk. All authorized electronic transmission signatures shall have the same force and effect as if manually signed. If any official whose signature or a electronic transmission of whose signature shall appear on the Bonds shall cease to be such official before the authentication or delivery of such Bonds, such signature or such electronic transmission shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Bonds may be signed on behalf of the City by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the City, although on the date of the Bonds such persons were not so authorized or did not hold such offices.

The Bonds, together with premium, if any, and interest thereon, are special, limited obligations of the City, payable solely from the Revenues and are a valid claim of the owners from time to time thereof only against the Bond Fund and other moneys held by the Trustee and the Tender Agent and pledged to the payment of the Bonds, and the Revenues, which Revenues shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture or the Agreement. The Bonds are not an indebtedness of the City or a charge against its general credit or the general credit taxing powers of the State, the City, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the City, and neither the City, the State nor any other political subdivision thereof shall be liable for the payments of principal of

and, premium, if any, and interest on the Bonds, and the Bonds are payable from no other source, but are special, limited obligations of the City, payable solely out of the Revenues and receipts of the City derived pursuant to the Agreement. No owner of the Bonds has the right to compel any exercise of the taxing power of the State, the City or any other political subdivision thereof to pay the Bonds or the interest or premium, if any, thereon.

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

Section 2.4. Authentication. No Bond is valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth has been duly executed by the Authenticating Agent, and such executed certificate of the Authenticating Agent upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture and that the Bondholder thereof is entitled to the benefit of the trust hereby created.

Section 2.5. Form and Place of Payment of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such variations, omissions and insertions as are permitted or required by this Indenture.

The principal of and premium, if any, and interest on the Bonds is payable in lawful money of the United States of America only at the principal corporate trust office of the Paying Agent. Payment of interest on any Bond due on any regularly scheduled Interest Payment Date shall be made to the Registered Owner thereof. Payments of interest on any Bond shall be made by check or draft of the Paying Agent mailed on the applicable Interest Payment Date to the Registered Owner thereof as of the Record Date preceding such Interest Payment Date at the address of such Registered Owner as it appears on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished to the Paying Agent in writing by such Registered Owner no later than the close of business on such Record Date; provided that on or prior to the Conversion Date, payments of interest on any Bond may be made by wire transfer in immediately available funds to the Registered Owner of such Bond if such Registered Owner is the Registered Owner of at least \$1,000,000 in aggregate principal amount of the Bonds as of the close of business on the Record Date immediately preceding the applicable Interest Payment Date and such Registered Owner gives written notice to the Paying Agent on or before the second Business Day immediately preceding such Record Date, directing the Paying Agent to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. The Trustee shall transfer to the Paying

Agent, from moneys on deposit in the Bond Fund, on or before a scheduled payment date, amounts sufficient to make such payments to the Registered Owner in immediately available funds.

Section 2.6. Delivery of Bonds. Upon the execution and delivery of this Indenture, the City shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and deliver them to the purchaser or purchasers thereof as directed by the City as hereinafter in this Section 2.6 provided.

Prior to the delivery of any of the Bonds there shall be filed with the Trustee (and the Trustee shall notify the Authenticating Agent of such filing):

1. A copy, duly certified by an authorized officer of the City, of the Bond Ordinance.
2. The Note, the Letter of Credit and original executed counterparts of this Indenture, the Agreement, the Reimbursement Agreement, the Placement Agreement and the Remarketing Agreement.
3. A written request and authorization to the Authenticating Agent by the City and signed by an authorized officer of the City to authenticate and deliver the Bonds to the purchaser or purchasers therein identified upon payment to the Trustee, but for the account of the City, of a sum specified in such written request and authorization representing the principal proceeds of the Bonds, plus a sum specified in such request and authorization representing accrued interest, if any, thereon to the date of delivery.
4. Evidence of recordation of the Land Use Restriction Agreement.

Section 2.7. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Authenticating Agent may authenticate a new Bond of like denomination as that mutilated, lost, stolen or destroyed, bearing a number not contemporaneously then outstanding; provided that in the case of any mutilated bond, such mutilated Bond shall first be surrendered to the Bond Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City, the Trustee, the Bond Registrar and the Borrower evidence of such loss, theft or destruction satisfactory to the City, the Trustee, the Bond Registrar and the Borrower, together with an indemnity satisfactory to each of them. If any such Bond shall have matured or is to mature within 15 days after the request for a new Bond, instead of issuing a duplicate Bond, the City may pay the same on the appropriate date. As a prerequisite to the delivery of such Bonds, the City and the Authenticating Agent may charge the owner of such Bond with their reasonable fees and expenses in this connection.

Section 2.8. Registration, Transfer and Exchange of Bonds.

(a) The Trustee, as Bond Registrar, shall fully register, on the registration books of the City to be maintained by the Trustee, each of the Bonds issued hereunder in the name of the owner. The registration books shall be kept for that purpose at the principal corporate trust office of the Trustee. No transfer of a Bond shall at any time be valid unless it is made in the

registration books at the written request of the Registered Owner or his legal representative. A Bond is transferable by the Registered Owner or his duly authorized attorney at the principal corporate trust office of the Trustee, upon surrender of the Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature satisfactory to the Trustee, subject to such reasonable regulations as the City or the Trustee may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new fully registered Bond or Bonds of the same maturity and in the same aggregate principal amount will be issued to the transferee.

(b) The City and the Trustee shall not be required to (i) issue or register the transfer of or exchange any Bonds to be considered for redemption during the period beginning on the 10th day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption or (ii) register the transfer of or exchange any portion of any Bonds selected for redemption until after the redemption date.

(c) Upon payment of any required tax, fee or other governmental charge and subject to the conditions provided in this Indenture, Bonds, upon the surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Registered Owner thereof, may be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity and interest rate of any other authorized denomination.

(d) The City and the Trustee may deem and treat the person in whose name the Bond shall be registered at any particular point in time (whether such time is a Record Date or otherwise) as the absolute owner thereof for all purposes, whether such Bond shall be overdue or not, and payment of or on account of the principal of or interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof (at such point in time as provided herein) or his legal representative, but such registration may be changed, as herein provided. All such payments made by the Trustee pursuant to this Indenture shall be valid and effectual to satisfy and discharge the liability of the City upon any such Bond, to the extent of the sum or sums so paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Section 2.9. Cancellation of Bonds; Reductions of Letter of Credit. Whenever any outstanding Bond shall be delivered to the Trustee or the Bond Registrar for cancellation pursuant to this Indenture, upon payment of the principal amount represented thereby, or for replacement pursuant to Section 2.7 hereof, or upon exchange or transfer pursuant to Section 2.8 hereof, or upon partial redemption pursuant to Section 3.2 hereof, or upon tender for purchase pursuant to Section 4.1 or Section 4.2 hereof, such Bond shall be delivered by the Trustee or the Tender Agent to the Bond Registrar, shall be promptly canceled and destroyed by the Bond Registrar and counterparts of a certificate evidencing such cancellation and destruction shall be furnished by the Bond Registrar to the Trustee, the Tender Agent, the City and the Borrower. If the Bonds (other than Bonds held by the Tender Agent pursuant to Section 6.9 hereof) are redeemed prior to maturity in part pursuant to Article III hereof and delivered by the Borrower to the Trustee for cancellation pursuant to this Section 2.9 in the aggregate principal amount of \$100,000 or more, the Trustee may reduce the amount of the Letter of Credit in accordance with its terms in an amount equal to the principal amount of such Bonds plus interest on such

principal amount for the number of days of interest coverage then specified in the Letter of Credit at the Cap Rate.

Section 2.10. Application of Bond Proceeds. The proceeds of the Bonds shall be deposited with the Trustee, as follows:

- (a) Accrued interest, if any, shall be deposited in the Bond Fund; and
- (b) \$_____ shall be deposited in the Acquisition and Construction Fund.

Section 2.11. Book Entry System. Initially, it is intended that the Bonds be registered so as to participate in a securities depository system with DTC (the "*DTC System*"), as set forth herein. The Bonds shall be initially issued in the form of a single fully registered Bond. Upon initial issuance, the ownership of such Bond shall be registered in the name of Cede & Co., as nominee of DTC. The City and the Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of this Indenture, the terms of this Indenture shall control. DTC may exercise the rights of an owner only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City, the Trustee and the Borrower shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant directly or indirectly holds an interest in the Bonds (each such person being herein referred to as an "*Indirect Participant*"). Without limiting the immediately preceding sentence, the City, the Trustee and the Borrower shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any Indirect Participant or any other person, other than an owner, as shown in the registration books of the City, of any notice with respect to the Bonds, including any notice of redemption, (iii) the payment to any DTC Participant or Indirect Participant or any other person, other than an owner, as shown in the registration books of the City, of any amount with respect to principal of, premium, if any, or interest on, the Bonds or the purchase price with respect to any Bonds tendered for purchase or (iv) any consent given by DTC as owner. So long as certificates for the Bonds are not issued pursuant to Section 2.12, the City, the Borrower and the Trustee may treat DTC or any successor Depository as, and deem DTC or any successor Depository to be, the absolute owner of the Bonds for all purposes whatsoever, including without limitation (i) the payment of principal and interest on the Bonds and the purchase price with respect to any Bonds tendered for purchase, (ii) giving notice of redemption and other matters with respect to the Bonds, (iii) registering transfers with respect to the Bonds and (iv) the selection of Bonds for redemption. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond certificate with respect to any Bond. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to

substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the owner at the close of business on the Record Date applicable to any Interest Payment Date, the name "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

So long as Cede & Co. is the registered owner of the Bonds, optional tender notices hereunder shall be given by the Beneficial Owner of such Bonds exercising ownership rights through DTC Participants pursuant to DTC's operating procedures as in effect from time to time.

Section 2.12. Successor Securities Depository; Transfers Outside Book Entry System. If (a) the City or the Borrower determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason or (c) the City or the Borrower determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the registration books of the City in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor Depository operating a securities depository system, as may be acceptable to the City, or such Depository's agent or designee, or if the City does not select such an alternate securities depository system then the Bonds may be registered in whatever name or names owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Section 2.13. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE III.

REDEMPTION OF BONDS BEFORE MATURITY

Section 3.1. Certain Redemption Dates and Prices.

(a) *Optional Redemption.* On or prior to the Conversion Date, the Bonds are subject to redemption prior to maturity by the City at the option of the Borrower pursuant to Section 7.2 of the Agreement from funds derived pursuant to Section 6.4 hereof, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption) on any date, at a redemption price of 100 percent of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

After the Conversion Date, the Bonds also are subject to redemption prior to maturity by the City at the option of the Borrower pursuant to Section 7.2 of the Agreement from funds

derived pursuant to Section 6.4 hereof, as a whole on any date, or in part on any Interest Payment Date (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption), during the redemption periods and at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued interest to the date fixed for redemption:

YEARS REMAINING FROM CONVERSION DATE UNTIL FINAL MATURITY OF THE BOND TO BE REDEEMED	FIRST DAY OF REDEMPTION PERIOD	REDEMPTION PRICES
More than 10 years	Eighth Anniversary of Conversion Date	102% declining by 1% on each succeeding anniversary of the Conversion Date until reaching 100%, and thereafter at 100%
More than seven but not more than ten	Sixth Anniversary of Conversion Date	101% declining by 1% on each succeeding anniversary of the Conversion Date until reaching 100%, and thereafter at 100%
Seven years or fewer	Bonds not callable	

Notwithstanding any provision in this Indenture or the Bonds to the contrary, the Indenture and the Bonds may be amended as of the Conversion Date upon the request of the Borrower, without the consent of any of the Bondholders, to change the redemption provisions applicable during the Fixed Rate Period to such redemption provisions as are acceptable to the Borrower provided that the Borrower provides an opinion of Bond Counsel to the Trustee to the effect that such amendment will not adversely affect the exclusion from gross income of interest on the Bonds for purposes of federal income taxation and obtains the prior written consent of the Bank if the Bonds are then held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit.

(b) *Extraordinary Optional Redemption.* After the Conversion Date, at the option of the Borrower, the Bonds are subject to redemption as a whole prior to maturity on any date at a redemption price of 100 percent of the principal amount to be redeemed plus accrued interest to the date fixed for redemption, within 360 days after the occurrence of any one of the following events:

(i) the Project Facilities shall have been damaged or destroyed to such an extent that, in the opinion of the Borrower, (x) the required restoration and repair could not reasonably be expected to be completed within a period of six months after commencement of restoration or repair, (y) the Borrower is prevented or would likely be prevented from using the Project Facilities for normal purposes for a period of six months

or more, or (z) the cost of restoration and repair would exceed 25 percent of the original cost of acquiring, constructing and equipping the Project Facilities; or

(ii) title to the whole or any part of the Project Facilities or the use or possession thereof shall have been taken or condemned by a competent authority to such an extent that, in the opinion of the Borrower, the Borrower is prevented from using the Project Facilities for normal purposes for a period of six months or more.

(c) *Mandatory Redemption Upon Determination of Taxability.* The Bonds are subject to mandatory redemption prior to maturity by the City from funds derived from the prepayment of the Note by the Borrower pursuant to Section 7.1(a) of the Agreement, as a whole and not in part, on any date within 60 days of the occurrence of a Determination of Taxability, at a redemption price of 100 percent of the principal amount to be redeemed (or 103 percent of the principal amount thereof to be redeemed during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

(d) *Direction to Trustee to Call for Redemption.* The City hereby directs the Trustee to, and the Trustee shall, direct the Bond Registrar to call Bonds for redemption when it shall have been notified in writing by the Borrower, pursuant to Section 7.3 of the Agreement and shall direct the Bond Registrar to mail a copy of the notice of redemption to the Bank, the Borrower, the Paying Agent and the Remarketing Agent at the same time as the Bond Registrar mails such notice of redemption to the owners of the Bonds that have been called for redemption pursuant to Section 3.3 hereof; provided that so long as the Letter of Credit is in effect, the Trustee shall not direct the Bond Registrar to give notice of any redemption pursuant to Section 3.1(a) hereof unless the Bank has consented in writing to such redemption.

Section 3.2. Partial Redemption of Bonds. In the case of a partial redemption of Bonds prior to maturity by lot when Bonds of denominations greater than \$100,000 during the Variable Rate Period or greater than \$5,000 during the Fixed Rate Period are then outstanding, then for all purposes in connection with such redemption, each \$5,000 of face value of principal amount shall be treated as though it were a separate Bond in the denomination of \$5,000, as the case may be. If it is determined that one or more, but not all of the \$5,000 units of face value represented by any Bond is to be called for redemption, then upon notice of redemption of such \$5,000 unit or units, the owner of such Bond shall forthwith surrender such Bond to the Paying Agent (1) for payment of the redemption price (including the premium, if any, and interest, if any, to the date fixed for redemption) of the \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. If the owner of any such Bond of a denomination greater than \$5,000 of principal amount shall fail to present such Bond to the Paying Agent 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 \$5,000 unit or units of face value called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond represented by such \$5,000 unit or units of face value on and after the date fixed for redemption and (funds sufficient for the payment of the redemption price having been deposited with the Paying Agent, and being available for the redemption of said unit or units on the date fixed for redemption) such Bond

shall not be entitled to the benefit or security of this Indenture to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption) represented by such \$5,000 unit or units of face value nor shall new Bonds be thereafter issued corresponding to said unit or units. Bonds shall be redeemed only in authorized denominations. During any period in which this Indenture requires minimum denominations of \$100,000, the Trustee shall not select portions of Bonds for redemption, such that the outstanding principal amount of any Bond is less than \$100,000 after giving effect to such call for redemption.

Section 3.3. Notice of Redemption. (a) Such notice of the call for any redemption shall be given by the Trustee, at the direction of the Borrower or the City (which direction shall be in writing), by directing the Bond Registrar to mail a copy of the redemption notice by first class mail, postage prepaid, at least 30 but not more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the City maintained by the Bond Registrar; provided that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond, or portion thereof with respect to which no such failure or defect has occurred.

All notices of redemption shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) the identification, including complete designation and issue date of the series of Bonds of which such Bonds are a part and the CUSIP number (and in the case of partial redemption, the respective principal amounts), interest rates and maturity dates of the Bonds to be redeemed;
- (4) that on the date fixed for redemption the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date;
- (5) the name and address of the Trustee and any Paying Agent for such Bonds, including the name and telephone number of a contact person and the place where such Bonds are to be surrendered for payment of the redemption price; and
- (6) such other information as the Trustee deems advisable.

(b) In addition to the redemption notice required by the Section 3.3(a) hereof, further notice (the "*Additional Redemption Notice*") shall be given by the Trustee as set forth below, but no defect in the Additional Redemption Notice, nor any failure to give all or any portion of the Additional Redemption Notice, shall in any manner affect the effectiveness of a call for redemption if notice thereof is given as prescribed in Section 3.3(a) of this Indenture.

Each Additional Redemption Notice given hereunder shall contain the information required by Section 3.3(a) hereof, plus (i) the date such notice has been or will be mailed

pursuant to this subsection (b); (ii) the date of issuance of the Bonds being redeemed, as originally issued; (iii) the maturity date of each Bond (or portion thereof) to be redeemed prior to maturity; and (iv) any other descriptive information needed to identify accurately the Bonds being redeemed prior to maturity.

Each Additional Redemption Notice shall be sent at least 30 days before the date fixed for redemption by legible electronic transmission, registered or certified mail (postage prepaid) or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds, and to at least two national information services that disseminate notices of redemption of obligations such as the Bonds.

Section 3.4. Redemption Payments. On or prior to the date fixed for redemption, funds immediately available hereunder at the principal corporate trust office of the Trustee on such redemption date shall be deposited in the Bond Fund and transferred to the Paying Agent to pay, and the Paying Agent is hereby authorized and directed to apply such funds in the Bond Fund to the payment of, the Bonds or portions thereof called for redemption, together with accrued interest, if any, thereon to the date fixed for redemption and any required premium. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue from and after the date fixed for redemption, and such Bonds shall no longer be entitled to the benefit or security of this Indenture.

Section 3.5. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and disposed of by the Trustee or Bond Registrar in accordance with Section 2.9 hereof.

ARTICLE IV.

TENDERS FOR PURCHASE AND REMARKETING OF BONDS

Section 4.1. Purchase of Bonds at Option of Holder. The owner of any Bond shall have the right to tender such Bond to the Tender Agent for purchase in whole or in part (in any authorized denomination, provided that after such tender such remaining portion shall also be in an authorized denomination) on any Business Day during the Variable Rate Period, but not thereafter, at a purchase price equal to 100 percent of the principal amount of Bonds tendered plus accrued interest to the specified purchase date. In order to exercise such option with respect to any Bond or portion thereof, the owner thereof must give to the Tender Agent at its designated corporate trust office by the opening of business at such office on a Business Day at least seven days immediately preceding the proposed purchase date, written notice or notice by telephone, confirmed by written notice of tender to the Tender Agent on a Business Day not more than two Business Days after such telephonic notice, of tender to the Tender Agent (which written notice of tender shall in either case be in the form provided in this Indenture or shall be in such other form acceptable to the Tender Agent). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the owner thereof. At or before 10:00 A.M., New York time, on the specified purchase date, the owner of each Bond as to which such

written notice of tender shall have been given shall deliver each Bond to be purchased as a whole or in part and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on such Bond or in such other forms acceptable to the Tender Agent), to the Tender Agent at its designated corporate trust office, and any Bond which is not so tendered, but for which there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price thereof and all other Bonds tendered or deemed tendered for purchase on such specified purchase date, shall be deemed to have been tendered by the owner thereof and purchased from such owner on the specified purchase date. The Tender Agent shall, in its sole discretion, determine whether, with respect to any Bond, the owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part.

If any such notice of tender for purchase shall have been given to the Tender Agent pursuant to this Section 4.1, the Tender Agent shall immediately give telephonic notice, promptly confirmed by a written notice, to the Remarketing Agent, the Bank, the Trustee and the Borrower on the same date that the Tender Agent receives notice of the tender for purchase, if possible, or on the immediately following Business Day, specifying the principal amount of Bonds as to which notice of tender for purchase has been given and the proposed date of purchase. On the specified purchase date, the Tender Agent shall purchase, or cause to be purchased, all Bonds as to which written notices of tender for purchase have been received at a purchase price equal to the principal amount thereof plus accrued interest, if any, thereon. Funds for payment of the purchase price of such Bonds shall be withdrawn by the Tender Agent from the Bond Purchase Fund as provided in Section 6.9 of this Indenture.

If there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price of all Bonds tendered or deemed to be tendered for purchase on such specified purchase date, the owner of any Unsurrendered Bond shall not be entitled to receive interest on such Unsurrendered Bond on and after the specified purchase date, and all such Unsurrendered Bonds shall be deemed to have been tendered for purchase and purchased pursuant to this Section 4.1 on such specified purchase date. The Bond Registrar, at the direction of the Tender Agent, shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds which are not tendered for purchase on any specified purchase date and, upon receipt of any such Unsurrendered Bonds from the owner thereof, shall pay the purchase price of such Unsurrendered Bonds to the owners thereof and cancel such Unsurrendered Bonds as provided in Section 2.9 of this Indenture.

When the Bonds are held under a Book-Entry System pursuant to Section 2.11, Beneficial Owners shall have the right to require a purchase of Bonds as provided in Section 2.11.

Section 4.2. Mandatory Tender of Bonds. Subject to the provisions below, on or prior to the Conversion Date the owner of each Bond is required to tender such Bond to the Tender Agent for purchase on (i) a Proposed Conversion Date, (ii) a Letter of Credit Substitution Date or (iii) a Letter of Credit Termination Date (each a "Mandatory Tender Date"), all as more fully provided in this Section 4.2.

Notice of a mandatory tender shall be prepared by the Trustee and given by the Bond Registrar by first class mail, postage prepaid, to the owners of all Bonds at their addresses appearing on the registration books of the City maintained by the Bond Registrar, not less than 30 nor more than 35 days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date and (a) shall state that the Mandatory Tender Date is a Proposed Conversion Date or a Letter of Credit Substitution Date or a Letter of Credit Termination Date, as the case may be, and that all Bonds, shall be tendered by the owner or Beneficial Owner thereof for purchase at or before 10:00 A.M., New York time, on such Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bonds or such other form acceptable to the Tender Agent), and shall be purchased on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) at a purchase price equal to the principal amount thereof and accrued interest, if any, thereon, and any such Bond which is not so tendered but for which there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price thereof and of all other Bonds so tendered and deemed to be tendered for purchase on the Mandatory Tender Date, shall be deemed to have been tendered for purchase by the owner thereof and purchased from such owner on the Mandatory Tender Date.

All Bonds shall be tendered by the owner thereof to the Tender Agent for purchase at or before 10:00 A.M., New York time on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), by delivering such Bonds to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bonds or such other form acceptable to the Tender Agent). On the Mandatory Tender Date, the Tender Agent shall purchase, or cause to be purchased, all Bonds at a purchase price equal to the principal amount thereof and accrued interest, if any, thereon. Funds for payment of the purchase price of such Bonds shall be drawn by the Tender Agent from the Bond Purchase Fund as provided in Section 6.9 of this Indenture.

If there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price of all Bonds tendered or deemed tendered for purchase on the Mandatory Tender Date, the owner of any Unsurrendered Bond shall not be entitled to receive interest on such Unsurrendered Bond on and after the relevant Mandatory Tender Date, and all such Unsurrendered Bonds shall be deemed to have been tendered for purchase and purchased pursuant to this Section 4.2 on such Mandatory Tender Date. The Tender Agent shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds which are not tendered for purchase on any Mandatory Tender Date and, upon receipt of any such Unsurrendered Bonds from the owners thereof, shall pay the purchase price of such Unsurrendered Bonds to the owners thereof and cancel such Unsurrendered Bonds as provided in Section 2.9 of this Indenture.

Section 4.3. Procedures for Purchase of Bonds. Unless otherwise directed by the Borrower not to do so, the Remarketing Agent will use its best efforts to remarket all Bonds

tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, and to remarket all Bonds held by the Tender Agent pursuant to Section 6.9 hereof. The Borrower may at any time, upon written direction to the Remarketing Agent, direct the Remarketing Agent to cease to resume the remarketing of some or all of the Bonds. The Bank's written consent is required for any such direction by the Borrower to the Remarketing Agent not to remarket Bonds that have been purchased with the proceeds of a draw under the Letter of Credit and the Borrower has not reimbursed the Bank for such draws.

At or prior to 3:00 P.M., New York time, on the Business Day immediately preceding the applicable purchase date, the Remarketing Agent shall give notice by electronic transmission or telephone, promptly confirmed in writing, to the Trustee, the Borrower, the Bond Registrar, the Tender Agent (to be received by the Tender Agent by the close of business on such day) and the Bank, specifying or confirming the names, addresses and taxpayer identification numbers of the new Registered Owners of, and the principal amount and denominations of, such Bonds, if any, remarketed by it pursuant to this Section 4.3, and also specifying the principal amount of Bonds to be purchased on such purchase date which it has failed to remarket (if any) and the amount of accrued interest, if any, on such Bonds. The Remarketing Agent shall make appropriate settlement pursuant to this Section 4.3 between the purchasers of such remarketed Bonds and the Tender Agent, and shall direct said purchasers by appropriate instructions to pay all moneys in immediately available funds for the purchase price of the Bonds which have been remarketed pursuant to this Section 4.3 to the Tender Agent for deposit in the Bond Purchase Fund pursuant to Section 6.8 hereof at or before 11:00 A.M., New York time, on the purchase date. The Tender Agent shall deposit the proceeds of any such remarketing in the Bond Purchase Fund pursuant to Section 6.8 hereof, and the Tender Agent shall hold and disburse such moneys pursuant to this Section 4.3 and Sections 4.4 and 6.9 hereof.

At or before 3:00 P.M., New York time, on each purchase date (or the immediately following Business Day if such purchase date is not a Business Day), the Tender Agent, but only to the extent it shall have received money for such purpose, shall:

(i) pay the purchase price to each owner of a Bond (or portion thereof) tendered for purchase by mailing a check to the owner, or by wire transfer to the Registered Owner thereof if the Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds gives written notice to the Tender Agent directing the Tender Agent to make such payment of purchase price by wire transfer and identifying the location and the number of the account to which such payment should be wired. The Tender Agent shall pay each such purchase price from moneys on deposit in the Bond Purchase Fund in the manner set forth in Section 6.9 hereof; provided that the Tender Agent shall not pay or wire transfer the purchase price of any Unsurrendered Bond, unless and until the owner of such Unsurrendered Bond presents such Unsurrendered Bond, together with an instrument of assignment or transfer duly executed in blank, to the Tender Agent; and

(ii) redeliver or cancel all Bonds in accordance with this Section 4.3 and Section 6.9 hereof.

Notwithstanding any provision herein contained to the contrary, any Bond remarketed by the Remarketing Agent which has been called for prior redemption pursuant to Article III hereof shall be redelivered with a copy of the redemption notice and any Bond as to which notice of mandatory tender has been given pursuant to Section 4.2 hereof shall be redelivered with a copy of the notice of mandatory tender.

Section 4.4. Duties of Tender Agent. The Tender Agent agrees that it shall:

(a) hold all Bonds delivered to it pursuant to Section 4.1 or Section 4.2 hereof in trust solely for the benefit of the respective owners which shall have so delivered such Bonds until moneys representing the purchase price of such Bonds shall have been delivered to or for the account of or to the order of such owners; and

(b) subject to Section 6.10 hereof, hold all moneys delivered to it pursuant to Sections 4.3 and 6.9 hereof for the purchase of Bonds in the Bond Purchase Fund in trust solely for the benefit of the person which shall have so delivered such moneys until the purchase date; and on and after the purchase date, the Tender Agent shall hold all such moneys in the Bond Purchase Fund 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 to such owners; provided, that if any moneys remain in the Bond Purchase Fund after the payment in full of the purchase price of all Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, such moneys shall be held in trust for the benefit of the Bank and the Borrower, to be applied in accordance with Section 6.9(d) hereof.

Section 4.5. Duties of the Remarketing Agent. The Remarketing Agent shall perform the duties set out in Section 4.3 hereof. The Remarketing Agent shall not remarket any Bonds to the City, the Borrower, any guarantor of the Borrower's obligations under the Agreement, or any general partner of the Borrower. Notwithstanding any other provision herein to the contrary, the Remarketing Agent shall be under no obligation to remarket Bonds if an Event of Default has occurred and is continuing hereunder.

ARTICLE V.

GENERAL COVENANTS

Section 5.1. Payment of Principal, Premium, if any, and Interest. The City covenants that it will promptly pay or cause to be paid 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 said Bonds according to the true intent and meaning thereof. The principal of, premium, if any, and interest on the Bonds are payable by the City solely and only from the Revenues, and nothing in the Bonds or this Indenture should be considered as assigning or pledging any other funds or assets of the City, other than such Revenues and the right, title and interest of the City in and to the Agreement (except as otherwise provided herein) in the manner and to the extent herein specified.

Section 5.2. Compliance with Code. (a) The City, 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 payments derived from the security pledged hereunder or from the 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 City and the Trustee further covenant and agree that they will comply with and take the specific actions required by the Tax Agreement.

(b) The City covenants that it shall not use or cause the use of any proceeds of Bonds or any other funds of the City, 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 City 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 City on the Bonds shall be excluded from the gross income of the recipients thereof for federal income tax purposes.

Section 5.3. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee or the Bank may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts assigned and pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds. The City covenants and agrees that, except as herein and in the Agreement and the Note provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Revenues or its rights under the Agreement.

Section 5.4. List of Bondholders. The Bond Registrar will keep on file a list of names and addresses of all Registered Owners of the Bonds on the registration books of the City maintained by the Bond Registrar, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations established by the Bond Registrar, said list may be inspected and copied by the Trustee, by the Borrower, by the Bank, by the Remarketing Agent or by the owners (or a designated representative thereof) of 15 percent or more in aggregate principal amount of Bonds then outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee, or by any other person mandated by law.

Section 5.5. Rights Under Agreement. The Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the City and the Borrower, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Borrower thereunder, and the City agrees that the Trustee in its name or in the name of the City may enforce all rights of the City (except those rights reserved by the City hereunder) and all obligations of the Borrower under and pursuant to the Agreement for and on behalf of the Registered Owners, whether or not the City is in default hereunder.

ARTICLE VI.

REVENUES AND FUNDS

Section 6.1. Source of Payment of the Bonds. The Bonds herein authorized and all payments to be made by the City hereunder, are not general obligations of the City, but are special, limited obligations payable solely and only from the Revenues and as provided in the Agreement and in this Indenture.

The Revenues are to be remitted directly to the Trustee for the account of the City and deposited in the Bond Fund (hereinafter created). The entire amount of said Revenues is hereby assigned and pledged to the payment of the principal of and interest and premium, if any, on the Bonds (and as otherwise provided in this Indenture).

Section 6.2. Creation of Bond Fund. There is hereby created by the City and established with the Trustee a Bond Fund to be designated "City of Chicago Bond Fund (Renaissance Saint Luke, L.P. Project)," which is pledged and shall be used to pay the principal of, premium, if any, and interest on the Bonds. Within the Bond Fund there is hereby established an account to be designated "*Bond Fund - Letter of Credit Account.*"

Section 6.3. Payments into Bond Fund. There shall be deposited in the Bond Fund, as and when received, (a) any amount in the Acquisition and Construction Fund directed to be paid into the Bond Fund under Section 6.7 and Article VII hereof; (b) all Revenues; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement, the Note or the Letter of Credit which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund or the Bond Fund - Letter of Credit Account, as the case may be.

Section 6.4. Use of Moneys in Bond Fund; Draws on Letter of Credit. Except as provided in Sections 6.12 and 10.2 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of and premium, if any, on the Bonds at maturity or upon acceleration and for the redemption of the Bonds prior to maturity, and for the payment of the interest on the Bonds when due and for the payment of the obligations of the Borrower under the Reimbursement Agreement, but shall not be used to pay the purchase price of any Bond tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof.

The City hereby authorizes and directs the Trustee to withdraw, from time to time, sufficient moneys from the Bond Fund to pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts. Funds for such payments of the principal of and premium, if any, and interest on such Bonds shall be derived from the following sources in the order of priority indicated:

(a) if the Letter of Credit is then in effect, all moneys derived by the Trustee from a draw under the Letter of Credit for principal of, premium, if any, and interest on the Bonds,

provided that in no event shall such moneys be used to pay the principal of, premium, if any, and interest on Purchased Bonds or Borrower Bonds;

(b) moneys transferred from the Acquisition and Construction Fund to the Bond Fund pursuant to Section 3.4 of the Agreement, provided that such moneys constitute Available Moneys, to pay principal of the Bonds at maturity or upon redemption prior to maturity;

(c) Available Moneys held by the Trustee pursuant to Article VIII hereof, such moneys to be applied only to the payment or the redemption of Bonds which are deemed to be paid in accordance with Article VIII hereof;

(d) payments made by the Borrower pursuant to the Note and Article VII of the Agreement, such moneys to be applied only to the redemption of Bonds, provided that such amounts constitute Available Moneys;

(e) all payments made by the Borrower pursuant to the Note and Section 4.2(a) of the Agreement, and amounts derived from the investment of such amounts; and

(f) all other amounts received by the Trustee under and pursuant to the Agreement, the Note or from any other source when required or accompanied by directions by the Borrower that such amounts are to be paid into the Bond Fund, and amounts derived from the investment of such amounts.

If the Letter of Credit is then in effect, on the Business Day immediately preceding the date on which any principal and/or interest shall become due on the Bonds, whether upon any Interest Payment Date, at maturity, upon the date fixed for redemption or upon maturity by declaration of acceleration of the Bonds, the Trustee shall, without making any prior claim or demand upon the Borrower, draw under and in accordance with the Letter of Credit so as to receive moneys thereunder in an amount which shall be equal to the amount of principal and interest coming due on the Bonds on the date such payment is due; provided that such draw upon a declaration of acceleration shall be as soon as possible and in no event later than three Business Days after such declaration of acceleration; and provided further, that the Trustee shall not draw under the Letter of Credit to pay the principal of and/or interest on any Purchased Bonds or any Borrower Bonds. Any such moneys drawn under the Letter of Credit shall be deposited and held in the Bond Fund - Letter of Credit Account which shall be a separate, segregated account in the Bond Fund, and shall not be commingled with other moneys in the Bond Fund. If for any reason funds are not available under the Letter of Credit for payment of principal and/or interest due on the Bonds on any such date, the Trustee shall immediately request from the Borrower funds sufficient to make all such payments of principal and/or interest on the Bonds pursuant to the Note and Section 4.2(a) of the Agreement by directing that the Borrower deposit such funds with the Trustee at its principal corporate trust office.

If the Letter of Credit is then in effect, all payments by the Borrower under Section 4.2(a) of the Agreement and deposited into the Bond Fund pursuant to clause (e) above and any amounts referenced in clause (b) above shall be paid by the Trustee to the Bank and applied against the Borrower's obligation to reimburse the Bank for draws under the Letter of Credit under the Reimbursement Agreement.

Immediately following any draw under the Letter of Credit, the Trustee shall give notice by electronic transmission or telephone, promptly confirmed in writing, to the Borrower specifying or confirming the amount so drawn on the Letter of Credit.

Section 6.5. Custody of Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the City, and the City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund and transfer same to the Paying Agent to pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 6.6. Creation of Acquisition and Construction Fund. There is hereby created by the City and established with the Trustee a trust fund to be designated the "City of Chicago Acquisition and Construction Fund (Renaissance Saint Luke, L.P. Project)," which shall be expended in accordance with the provisions of Sections 3.3 and 3.4 of the Agreement and Section 6.7 hereof.

Section 6.7. Payments into Acquisition and Construction Fund; Disbursements. The proceeds of the Bonds shall be deposited in the Acquisition and Construction Fund as provided in Section 2.10(b) hereof. All moneys in the Acquisition and Construction Fund shall be expended on written requisitions signed by an Authorized Borrower Representative, as defined in the Agreement, and approved in writing by the Bank, in the form attached as *Exhibit A* hereto in accordance with the provisions of the Agreement.

The Trustee shall keep and maintain adequate records pertaining to the Acquisition and Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs is or has been filed as provided in Section 3.4 of the Agreement, the Trustee shall file an accounting thereof with the City or the Borrower upon the written request of the City or the Borrower, as the case may be. The completion of the Project and payment or provision made for payment of the full Cost of the Project shall be evidenced by the filing with the Trustee of a certificate required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Acquisition and Construction Fund on the Completion Date shall be used in accordance with said Section 3.4. If the Borrower should prepay installments in whole pursuant to Section 7.1 or 7.2 of the Agreement, or if an event of default shall occur and be continuing hereunder, any balance then remaining in the Acquisition and Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee.

Section 6.8. Creation and Sources of Bond Purchase Fund. There is hereby created by the City and ordered established with the Tender Agent, as agent of the Trustee, a trust fund to be designated the "City of Chicago Bond Purchase Fund (Renaissance Saint Luke, L.P. Project)," which shall be used to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of this Indenture. The Tender Agent, as agent of the Trustee, shall hold all moneys on deposit in the Bond Purchase Fund in trust as provided in Section 4.4 hereof. The Trustee hereby appoints the Tender Agent to serve as its agent for such purpose. The Tender Agent shall notify the Trustee by 11:15 a.m. New York time on the

purchase date, confirmed in writing, of the amount of funds received described in clause (i) below, with respect to such purchase date, and the amount of any deficiency in the amount of funds available to pay the purchase price.

There shall be paid into the Bond Purchase Fund, as and when received:

(i) the proceeds of the remarketing of Bonds by the Remarketing Agent pursuant to Section 4.3 of this Indenture (which proceeds shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund);

(ii) all moneys drawn by the Trustee, or the Tender Agent as agent of the Trustee, under the Letter of Credit for the purpose of paying such purchase price (all of which moneys shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent, as agent of the Trustee, in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund);

(iii) all payments made directly by the Borrower pursuant to Section 4.2(e) of the Agreement (each of which payments shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund); and

(iv) all other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture, the Agreement, the Note, the Letter of Credit or otherwise which are required or which are accompanied by directions that such moneys are to be paid into the Bond Purchase Fund (each of which payments shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent, as agent of the Trustee, in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund).

Section 6.9. Use of Moneys in the Bond Purchase Fund.

(a) Except as provided in this Section 6.9 or Section 6.12 of this Indenture, moneys in the Bond Purchase Fund shall be used solely for the payment of the purchase price of Bonds tendered or deemed to be tendered for purchase on any purchase date pursuant to Section 4.1 or Section 4.2 of this Indenture and to pay any obligations of the Borrower under the Reimbursement Agreement.

(b) On each purchase date (or, if such purchase date is not a Business Day, on the immediately following Business Day), the Tender Agent shall pay the purchase price of Bonds tendered for purchase from moneys on deposit in the Bond Purchase Fund from funds derived from the following sources in the order of priority indicated:

(i) proceeds of the remarketing of such Bonds pursuant to Section 4.3 hereof which constitute Available Moneys under clause (iv) of the definition thereof;

(ii) if the Letter of Credit is then in effect, moneys derived from a draw under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase;

(iii) any other moneys on deposit in the Bond Purchase Fund that constitute Available Moneys;

(iv) payments made by the Borrower pursuant to Section 4.2(e) of the Agreement; and

(v) any other moneys received by the Trustee which are required to be paid into the Bond Purchase Fund or which are accompanied by instructions that such moneys be paid into the Bond Purchase Fund.

Bonds (or portions thereof in authorized denominations) purchased with moneys described in clause (ii) above ("*Purchased Bonds*") shall be registered in the name of the Borrower, shall be held by the Tender Agent in trust for the account of the Borrower, and shall not be transferred or exchanged by the Tender Agent until (A) the Tender Agent has received from the Bank notice in writing, by telecopy or tested telex, that the Borrower has reimbursed the Bank for the drawing or portion of the drawing made under the Letter of Credit to pay the purchase price of such Bonds, pursuant to the Reimbursement Agreement, and that the Letter of Credit has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds, or (B) the Remarketing Agent shall have given the Tender Agent notice by telephone, promptly confirmed in writing, that such Bonds have been remarketed by the Remarketing Agent, and the Tender Agent shall have moneys in an amount sufficient to reimburse the Bank for the drawing or portion of the drawing made under the Letter of Credit to pay the purchase price of such Bonds, which moneys are on deposit in the Bond Purchase Fund, and the Bank has given the Tender Agent notice in writing, by electronic transmission, that the Letter of Credit has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds; and in either event, the Tender Agent may then release such Bonds, and register the transfer of such Bonds at the direction of the Borrower in the event of (A) above or in the names of the new Registered Owners thereof as shall be provided by the Remarketing Agent by telephone or electronic transmission, promptly confirmed in writing, in the manner set forth in Section 4.3 hereof, in the event of (B) above. Bonds (or portions thereof in authorized denominations) purchased with moneys described in clause (iii) above shall, at the direction of the Borrower, be held by the Tender Agent for the account of the Borrower and registered in the name of the Borrower or be cancelled.

(c) If the Letter of Credit is in effect on a purchase date (or, if such day is not a Business Day, on the immediately following Business Day), and the funds available under clause (i) of subsection (b) above for the payment of the purchase price of the

Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of this Indenture on such purchase date are not sufficient to pay the purchase price of such Bonds in full at or before 11:15 A.M., New York time, on such purchase date, the Trustee shall, without making any prior demand or claim upon the Borrower, make a drawing under the Letter of Credit before 12:00 Noon, New York time, and the Bank shall make payment under the Letter of Credit to the Tender Agent at or before 2:00 P.M., New York time, in immediately available funds which funds will be wired directly from the Bank to the Tender Agent, in an amount which will be sufficient, together with the funds available under such clause (i) of subsection (b) above, to pay the purchase price of such Bonds on such purchase date (or the immediately following Business Day if such purchase date is not a Business Day). If for any reason funds are not available under the Letter of Credit for payment of the purchase price of such Bonds on such purchase date (or the immediately following Business Day if such purchase date is not a Business Day), the Trustee shall immediately request from the Borrower funds sufficient to pay the purchase price of such Bonds pursuant to Section 4.2(e) of the Agreement by directing that the Borrower deposit such funds with the Tender Agent at its principal corporate trust office.

(d) Notwithstanding any other provision of this Indenture to the contrary, if (i) the Remarketing Agent shall remarket any Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof and the proceeds of such remarketing are received by the Tender Agent after the Trustee has made a drawing under the Letter of Credit to pay the purchase price of such remarketed Bonds, pursuant to subsection (c) above, or (ii) the Remarketing Agent shall subsequently remarket any Bonds held by the Tender Agent for the account of the Borrower and registered in the name of the Borrower, the purchase price of which Bonds was paid by the Tender Agent as a result of a drawing under the Letter of Credit, pursuant to subsection (b) above, then all proceeds of any such remarketing which necessitated a drawing under the Letter of Credit (or which would otherwise be payable to the Borrower as the Registered Owner of the Bonds) shall be paid by the Tender Agent to the Bank to satisfy the obligations of the Borrower under the Reimbursement Agreement, relating to such drawing under the Letter of Credit. The Trustee and the Tender Agent shall immediately notify the Bank by telecopy or telephone, promptly confirmed in writing, that such proceeds are on deposit in the Bond Purchase Fund, and the Bank shall certify to the Trustee the amount of the obligation of the Borrower under the Reimbursement Agreement relating to such drawing under the Letter of Credit. When such obligations of the Borrower to the Bank under the Reimbursement Agreement have been satisfied, then all such moneys remaining in the Bond Purchase Fund shall be paid to the Borrower.

Section 6.10. Non-Presentation of Bonds. If 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, or on the date set for purchase of such Bond pursuant to Section 4.1 or Section 4.2 hereof, then if funds sufficient to pay or purchase such Bond shall have been made available to the Tender Agent, all liability of the City for the payment of such Bond and all

liability of the Borrower for the purchase of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Tender Agent to hold such fund or funds, without liability of interest thereon, for the benefit of the owner of such Bond or the owner of such Unsurrendered Bond, as the case may be, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. Subject to applicable law, any moneys so deposited with and held by the Tender Agent for the benefit of such persons, if any, for five years after the date upon which such moneys were so deposited, shall be paid to the Borrower or to the Bank as provided in Section 6.12 hereof, on written request of the Borrower or the Bank, as the case may be, and thereafter such persons shall look only to the Borrower for the purpose of payment from such moneys and the Tender Agent shall have no further liability with respect to such moneys.

Section 6.11. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of the Bond Fund and the Acquisition and Construction Fund and moneys deposited with or paid to the Tender Agent for the account of the Bond Purchase Fund under any provision of this Indenture shall be held by the Trustee and the Tender Agent in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, and except for moneys deposited with or paid to the Trustee for the payment of interest on specific Bonds, and except for moneys held in trust in the Bond Purchase Fund, and except for moneys which have been deposited with the Trustee pursuant to Article VIII hereof, while held by the Trustee and Tender Agent constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 6.12. Repayment to the Borrower and the Bank from Bond Fund and Bond Purchase Fund. Except as otherwise provided in Section 6.9(d) hereof, any amounts remaining in the Bond Fund, the Bond Purchase Fund or any other fund or account established pursuant to this Indenture after payment in full of the Bonds (or provision therefor having been made in accordance herewith), other than Bonds held by the Tender Agent pursuant to Section 6.9(b) hereof, the purchase price of all Bonds tendered or deemed to be tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof, the payment of the fees, charges and expenses of the Trustee, the Bond Registrar and all other amounts required to be paid hereunder and under the Agreement, the Note and the Letter of Credit, shall be paid to the Borrower or the Bank, as provided in Section 8.5 of the Agreement, and at such time the Note shall be canceled and delivered to the Borrower.

Section 6.13. Additional Payments Under the Agreement. Pursuant to Section 4.2(c) of the Agreement the Borrower has agreed to pay as provided therein fees and expenses of the Trustee and the Tender Agent. All such additional payments received by the Trustee shall not be paid into the Bond Fund or the Bond Purchase Fund, but shall be disbursed by the Trustee solely for the purposes for which said additional payments are received. The Trustee hereby agrees to make such disbursements.

ARTICLE VII.

INVESTMENT OF MONEYS

Any moneys held as part of the Acquisition and Construction Fund or the Bond Fund shall be invested and reinvested by the Trustee at the direction of the Borrower in accordance with the provisions of Section 3.5 of the Agreement. Any moneys derived from a drawing under the Letter of Credit and deposited in the Bond Fund (including any moneys held for the payment of a particular Bond and any income derived from the investment of such moneys), if invested or reinvested, shall be invested or reinvested in Governmental Obligations which mature in not more than 30 days or as needed to make timely payment of principal and interest on the Bonds. The Trustee may make any and all such investments through its own bond department. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund for which they were made. The interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any net loss resulting from such investments shall be charged to such fund. Notwithstanding the foregoing, interest accruing thereon and profits realized from investments in the Acquisition and Construction Fund shall be initially credited to such fund and then transferred to the Bond Fund pursuant to Section 6.3 hereof. The Trustee, at the direction of the Borrower, shall sell and reduce to cash a sufficient amount of such investments of the Acquisition and Construction Fund, as specified in such direction, whenever the cash balance in the Acquisition and Construction Fund is insufficient to pay a requisition when presented. The Trustee shall sell and reduce to cash a sufficient amount of such investments of the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, and interest on the Bonds when due; provided, that the Trustee shall first sell and reduce to cash those investments of the Bond Fund which mature earliest.

Any moneys held as part of the Bond Purchase Fund shall not be invested or reinvested by the Tender Agent.

ARTICLE VIII.

DISCHARGE OF LIEN

If the City shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to or for the owners from time to time of the Bonds, the principal, premium, if any, and interest due or to become due thereon on the dates and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, and the Borrower shall pay or cause to be paid all obligations of the Borrower to reimburse the Bank for drawings under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof which reimbursement is not then due and payable under the Reimbursement Agreement) and other amounts due and payable to the Bank under the Reimbursement Agreement and the Borrower shall pay or cause to be paid all obligations of the Borrower to the City, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon

the lien of this Indenture shall be canceled and except for amounts in the Bond Fund or the Bond Purchase Fund required to be paid to the Bank under Section 6.12 hereof, all amounts held hereunder shall be paid to the Borrower. Upon such discharge, the Trustee shall cancel the Note and return it to the Borrower and shall cancel the Letter of Credit and return it to the Bank.

On or after the Conversion Date, any Bond shall be deemed to be paid within the meaning of this Article VIII when payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption prior to maturity as provided in this Indenture or upon payment of the purchase price on a purchase date, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (1) Available Moneys sufficient to make such payment, or (2) Governmental Obligations purchased with Available Moneys (provided that in the opinion of Bond Counsel such deposit will not adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the Bonds or cause any of the Bonds to be classified as "*arbitrage bonds*" within the meaning of Section 148 of the Code) maturing as to principal and interest in such amounts and on such dates as will provide sufficient moneys without reinvestment to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made and all other liabilities of the Borrower under the Agreement shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. There shall be no defeasance during the Variable Rate Period and no defeasance shall be effective during the Fixed Rate Period until the Trustee shall receive prior written evidence from each Rating Agency that such deposit referred to in the prior sentence will not cause a reduction or withdrawal of the then current rating on the Bonds. At such time 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, except for the purposes set forth in Sections 2.7 and 2.8 hereof and any such payment from such moneys or Governmental Obligations on the date or dates specified at the time of such deposit.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Borrower, on behalf of the City, shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

- (a) stating the date when the principal (and premium, if any) of each such Bond is to be paid, whether at maturity or on a redemption date (which may be any redemption date permitted by this Indenture);
- (b) to direct the Bond Registrar to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and
- (c) to direct the Bond Registrar to mail, as soon as practicable, in the manner prescribed by Article III hereof, a notice to the owners of such Bonds that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article VIII and stating the maturity or

redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specified in (a) hereof.

Any moneys so deposited with the Trustee as provided in this Article VIII may at the written direction of the Borrower also be invested and reinvested in Governmental Obligations, maturing in the amounts and on the dates as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article VIII which is not required for the payment of the Bonds and interest and premium, if any, thereon with respect to which such moneys are deposited, shall be deposited in the Bond Fund as and when collected for use and application as are other moneys deposited in that fund.

Anything in Article XI hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Article VIII for the payment of the principal of, premium, if any, and interest on the Bonds and the principal of, premium, if any, and interest on such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article VIII shall be made without the consent of the owner of each of the Bonds affected thereby.

Notwithstanding the release and discharge of the lien of this Indenture as provided above, those provisions of this Indenture relating to the maturity of the Bonds, interest payments and dates thereof, redemption provisions, tender and purchase provisions, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost, stolen or Unsurrendered Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, redemption of Bonds and the duties of the Trustee, the Bond Registrar, the Tender Agent, the Paying Agent and the Remarketing Agent in connection with all of the foregoing, remain in effect and shall be binding upon the Trustee and the owners of the Bonds.

ARTICLE IX.

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 9.1. Defaults; Events of Default. If any of the following events occur, it is hereby declared to constitute an "Event of Default" hereunder:

- (a) Failure to pay interest on any Bond when such interest shall have become due and payable;
- (b) Failure to pay the principal of, or premium, if any, on any Bond, when due, whether at the stated maturity thereof or upon proceedings for redemption thereof;
- (c) Failure to pay when due the purchase price of any Bond tendered or deemed to be tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof when due;
- (d) Receipt by the Trustee, not later than the last day provided for in the Letter of Credit on which the Bank can give notice preventing a reinstatement of the Letter of Credit

following a drawing under the Letter of Credit to pay regularly scheduled interest on the Bonds, of written notice by the Bank that the Borrower has not reimbursed the Bank for such drawing or of the occurrence of an "*Event of Default*" under the Reimbursement Agreement, and, that as a consequence of either of the above, the Bank will not reinstate the Letter of Credit with respect to such drawing;

(e) Receipt by the Trustee of written notice from the Bank of the occurrence of an "*Event of Default*" under the Reimbursement Agreement and requesting the Trustee to accelerate the Bonds;

(f) Failure to perform or observe any other of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 9.12 hereof; or

(g) The occurrence of an "*Event of Default*" under the Agreement.

Section 9.2. Acceleration. Upon (i) the occurrence of an Event of Default under Section 9.1(d) or Section 9.1(e), the Trustee shall, or (ii) the occurrence and continuance of any other Event of Default hereunder the Trustee may, and upon the written request of the owners of not less than a majority in aggregate principal amount of Bonds then Outstanding shall, declare the principal of all Bonds then Outstanding and the interest accrued thereon to the date of such declaration immediately due and payable (and interest on the Bonds shall cease to accrue from and after the date of declaration of acceleration), and such principal, interest, and any premium the City shall have become obligated to pay prior to such date, if any, shall thereupon become and be immediately due and payable; provided that so long as a Letter of Credit is in effect and the Bank has not failed to honor a properly presented and conforming drawing thereunder, no acceleration shall be declared under subsection (ii) of this Section 9.2 by reason of a default under Sections 9.1 (f) or (g) hereof without the prior written consent of the Bank. Upon any declaration of acceleration hereunder the Trustee shall immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable under Section 4.2(a) of the Agreement and under the Note in accordance with Section 6.2(a) of the Agreement, and, if the Letter of Credit is then in effect, the Trustee shall as soon as possible and in no event later than three Business Days after such declaration, draw under the Letter of Credit to the fullest extent permitted by the terms thereof to pay the principal of, and accrued interest on, the Bonds and shall fix the date upon which funds shall be applied as provided in Section 9.7 hereof. As soon as practicable upon any such declaration of acceleration, the Trustee shall give written notice thereof to the City, the Borrower, the Tender Agent and the Remarketing Agent; provided that failure to give such notice shall not affect the validity or effectiveness of such declaration.

Section 9.3. Other Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default hereunder the Trustee may, in addition or as an alternative to the remedy provided for in Section 9.2 hereof, pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding. If an Event of Default shall have occurred, and if requested so to do by the owners of a majority in

aggregate principal amount of Bonds then Outstanding and indemnified as provided in Section 10.1(l) hereof, the Trustee shall and in its own name:

(a) By mandamus, other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, including the right to require the City to collect the amounts payable under the Agreement and the Note and to require the City to carry out any other provisions of this Indenture for the benefit of the Bondholders;

(b) Pursue any and all remedies available to it under the Agreement;

(c) Bring suit upon the Bonds;

(d) By action or suit in equity require the City to account as if it were the trustee of an express trust for the Bondholders; and

(e) By action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the City (or to the Registered Owners) 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 the City or to the Registered Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver of any such default or Event or Default or acquiescence therein; and 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 Registered Owners, shall extend to or shall affect any subsequent default or Event or Default or shall impair any rights or remedies consequent thereon.

Section 9.4. Right of Bank and Bondholders to Direct Proceedings. Subject to the provisions of Section 10.1(l) hereof, anything in this Indenture to the contrary notwithstanding, the Bank or the owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered 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, 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 and shall not result in the personal liability of the Trustee; and provided further, that the Bank shall have no such right to direct proceedings relating to remedies against the Bank, including any drawing under the Letter of Credit. In the event of conflict between the directions of the Bank and those of the Registered Owners with respect to an Event of Default, the directions of the Bank shall prevail so long as the Bank has not failed to honor a properly presented and conforming drawing

under the Letter of Credit. The Trustee may take any other action under this Indenture which is not inconsistent with such direction.

Section 9.5. Appointment of Receivers. Upon the occurrence of an Event of Default hereunder and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Registered Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.6. Waiver. Upon the occurrence of an Event of Default hereunder, to the extent that such rights may then lawfully be waived, neither the City, nor anyone claiming through or under the City, shall set up, claim, or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, and the City, 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.

Section 9.7. Application of Moneys. All moneys (other than moneys derived from a drawing under the Letter of Credit) received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX or pursuant to Section 6.9 hereof shall, after payment to the Trustee and the Bond Registrar of all amounts due and payable pursuant to Section 10.2 hereof and after payment of all expenses of the Trustee incurred in connection with litigation against the Bank resulting from the Bank's failure to honor a properly presented drawing under the Letter of Credit, be deposited in the Bond Fund; all moneys derived from a drawing under the Letter of Credit to pay principal of and interest on the Bonds shall be deposited in the Bond Fund - Letter of Credit Account, a separate, segregated account in the Bond Fund; and all moneys in the Bond Fund (other than moneys held for the payment of a particular Bond) during the continuation of an Event of Default hereunder shall be applied in the order of priority set forth in Section 6.4 hereof, as follows:

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

FIRST - To the payment to the persons entitled thereto of all interest then due on the Bonds (other than Borrower Bonds), and, if the amount available shall not be sufficient to pay said amount in full, then to the payment ratably, according to the amounts due, to the persons entitled thereto, without any discrimination or privilege;

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 matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture, and other than Borrower

Bonds), and, if the amount available shall not be sufficient to pay in full such unpaid principal premium and, then to the payment ratably to the persons entitled thereto without any discrimination or privilege;

THIRD - To the payment of the obligations of the Borrower due and owing to the Bank under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, which reimbursement is not then due and payable under the Reimbursement Agreement); and

FOURTH - To the payment of the principal of, premium, if any, and interest on Borrower Bonds in the same manner as above provided.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied *First*, to the payment of the principal and interest then due and unpaid upon the Bonds (other than Borrower 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 any Bond over any other Bond (other than Borrower Bonds), ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege, *Second*, to the payment of the obligations of the Borrower due and owing under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 thereof, which reimbursement is not due and payable under the Reimbursement Agreement), and *Third*, to the payment of principal of and interest on Borrower Bonds in the same manner.

(c) If the principal of all of the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article IX then, subject to the provisions of Section 9.7(b) hereof if the principal of all of the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 9.7(a) hereof.

Subject to the provisions of Section 10.2 hereof, whenever moneys are to be applied pursuant to the provisions of this Section 9.7, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming 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; provided that if the Trustee shall declare an acceleration and shall draw under the Letter of Credit to pay the principal of and accrued interest on the Bonds, pursuant to Section 6.4 hereof, the Trustee shall fix the date upon which such application is to be made, which date shall be the date of such drawing under the Letter of Credit.

The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 9.8. 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 proceeding 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 owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of the outstanding Bonds.

Section 9.9. Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture, the Agreement or the Note or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder or thereunder, unless a default has also occurred and the Trustee has been notified as provided in Section 10.1(h) hereof, or by said subsection it is deemed to have notice, nor unless such default shall have become an Event of Default hereunder and the owners of a majority in aggregate principal amount of Bonds then Outstanding shall have made written request 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 its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 10.1(l), nor unless 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 for 60 days after such notification, request, and offer of indemnification; 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 of this Indenture, and to any action or cause of action for the enforcement of this Indenture, the Agreement or the Note, or for the appointment of a receiver or for any other remedy hereunder or thereunder; it being understood and intended that not one 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 or thereunder 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. Nothing contained in this Indenture, however, shall affect or impair the right of any Registered Owner to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the City to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof on the date, at the place, from the source and in the manner in the Bonds expressed, or the payment of the purchase price of any Bond which is due and payable, subject to the rights of the Bank as set forth in Section 9.4 hereof.

Section 9.10. Termination of Proceedings. If 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 City, the Trustee and the Registered Owners 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 proceeding had been taken.

Section 9.11. Waivers of Events of Default. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, other than any Event of Default under Sections 9.1(d) or (e) hereof, the waiver of which shall require the prior written consent of the Bank provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit, and rescind any declaration of acceleration of principal, and shall do so upon the written request of the owners of (1) a majority in aggregate principal amount of all the Bonds then Outstanding in respect of which default in the payment of principal or interest, or both, exists, or in respect of which a default in the payment of the purchase price exists, or (2) a majority in aggregate principal amount of all Bonds then Outstanding in the case of any other default; provided that there shall not be waived (a) any default in the payment of the principal of or premium, if any, on any Outstanding Bonds at the date of maturity specified therein or redemption prior to maturity, or (b) any default in the payment when due of the interest on any such Bonds, or (c) any default in the payment when due of the purchase price of any such Bonds tendered or deemed to be tendered for purchase under Section 4.1 or Section 4.2 hereof unless prior to such waiver or rescission, all arrears of principal or interest, or both, with interest, to the extent permitted by law, as in the Bonds provided on overdue installments or all arrears of payments of such purchase price, as the case may be, and all expenses of the Trustee, in connection with such default shall have been paid or provided for; provided that if the Trustee shall have made a drawing under the Letter of Credit in connection with any such Event of Default to be so waived, no such waiver shall be effective during the Variable Rate Period until the Trustee receives written evidence from the Bank that it has rescinded its notice of an event of default under the Reimbursement Agreement and that the Letter of Credit shall have been reinstated to an amount equal to the outstanding principal amount of the Bonds plus interest thereon for the sum of (i) 35 days (or 185 days if the Bonds are then in the Fixed Rate Period), plus (ii) if the interest component of the Letter of Credit does not automatically and immediately reinstate after a drawing to pay interest on the Bonds, the sum of (A) six days, plus (B) the maximum number of calendar days the Bank is allowed pursuant to the provisions of the Letter of Credit to reinstate the Letter of Credit after a drawing thereon for interest on the Bonds, at the Cap Rate; 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 City, the Trustee and the Registered Owners 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; provided further, that a waiver of any "Event of Default" under the Reimbursement Agreement by the Bank and a rescission and annulment of its consequences by the Bank and (if the Event of Default hereunder is the event described in Section 9.1(d) or Section 9.1(e) hereof), a reinstatement of the Letter of Credit shall, upon written notice, delivered to the Trustee from the Bank of such waiver, rescission, annulment and reinstatement, constitute a waiver of the corresponding Event of Default hereunder and a rescission and annulment of the consequences thereof.

Section 9.12. Notice of Defaults Under Section 9.1(f); Opportunity of the City and the Borrower to Cure Such Defaults. Anything herein to the contrary notwithstanding, no default under Section 9.1(f) hereof shall constitute an Event of Default hereunder until notice of such default by registered or certified mail, return receipt requested, shall be given to the City, the Borrower, the Bank and the Remarketing Agent by the Trustee or to the City, the Borrower, the Trustee, the Tender Agent, the Bank and the Remarketing Agent by the owners of not less than a majority in aggregate principal amount of all Bonds then Outstanding, which notice shall specify such default, request that said default be remedied and state that such notice is a "*Notice of Default*" hereunder, and the City and the Borrower shall have had 90 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.

With regard to any default concerning which notice is given to the City, the Borrower, the Bank and the Remarketing Agent under the provisions of this Section 9.12, the City hereby grants the Borrower full authority for the account of the City to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the City with full power to do any and all lawful things and acts to the same extent that the City could do and perform any such things and acts and with power of substitution.

Section 9.13. Remedies Not Exclusive. No remedy herein conferred is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE X.

TRUSTEE, BOND REGISTRAR, TENDER AGENT AND REMARKETING AGENT

Section 10.1. Acceptance of Trusts. The Trustee and the Bond Registrar hereby accept the respective trusts imposed upon them by this Indenture and agree to perform said trusts and all ministerial duties and obligations of the City under the Agreement and this Indenture, 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 any and all Events of Default which may have occurred hereunder have been cured by the appropriate party, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If an Event of Default has occurred hereunder (which has not been cured or waived) 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.

(b) The Trustee and the Bond Registrar may execute any of the trusts or powers hereof and perform any of their respective duties by or through attorneys, agents, receivers or employees, but shall, in the case of attorneys, agents, receivers or employees, not be answerable for the conduct of the same if appointed by the Trustee or the Bond Registrar in good faith and without negligence, and shall be entitled to advice of counsel concerning its duties hereunder and

thereunder, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder or thereunder in good faith in reliance thereon, and may in all cases pay such reasonable compensation to all such attorneys, agents and receivers as may reasonably be employed in connection with the trusts hereof or thereof.

(c) The Trustee and the Bond Registrar shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of the Authenticating Agent endorsed on the Bonds and the legend required by Section 2.2 hereof), or for the validity of the execution by the City of this Indenture or any supplemental indentures hereto, or of any instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby. In purchasing Bonds hereunder, the Tender Agent shall be acting as a conduit and shall not be purchasing Bonds for its own account. No provision of this Indenture shall require the Tender Agent to expend or risk its own funds.

(d) The Trustee and the Bond Registrar shall not be accountable for the use of the proceeds of any Bonds authenticated or delivered hereunder. The Trustee or the Bond Registrar may become the owner of Bonds secured hereby with the same rights which it would have if it were not the Trustee or the Bond Registrar.

(e) The Trustee and the Bond Registrar shall be protected in acting upon any requisition, notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed 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 and the Bond Registrar 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 such owner and all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof or on registration of transfer thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee and the Bond Registrar shall be entitled to rely upon a certificate signed by a member or an authorized officer of the City or an Authorized Borrower Representative under the Agreement 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 Section 10.1(h) hereof, or of which by Section 10.1(h) 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 by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee and the Bond Registrar may accept a certificate of an officer of the City under the seal of the City to the effect that an authorization in the form therein set forth has been adopted by the City as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee and the Bond Registrar to do things enumerated in this Indenture shall not be construed as a duty and neither the Trustee nor the Bond Registrar shall be answerable for other than their 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 failure by the City to cause to be made any of the payments to the Trustee required to be made by Article V hereof, unless the Trustee shall be specifically notified in writing of such default by the City, the Bank or by the owners of at least a majority in aggregate principal amount of 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 corporate trust office of the Trustee (unless otherwise provided in the Bonds and this Indenture), 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 and after reasonable notice has been provided, 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 conveyed, including all books, papers and records of the City pertaining to the Project and the Bonds.

(j) The Trustee and the Bond Registrar shall not be required to give any bond or surety in respect of the execution of said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture and the Agreement with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture and the Agreement and the Note, the Trustee or the Bond Registrar shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, by the Trustee or the Bond Registrar deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action hereunder, the Trustee may require that a satisfactory indemnity bond be furnished by such owners 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 failure to comply with the standard of care prescribed by Section 10.1(a) hereof in the case of actions referred to in Sections 9.3, 9.4 and 9.5 hereof, and, in the case of an action referred to in Section 10.4 hereof, liability which is adjudicated to have resulted from its negligence or willful misconduct. Notwithstanding anything contained herein to the contrary, the Trustee is required to draw on the Letter of Credit pursuant to its terms and without indemnification from any party.

Section 10.2. Fees, Charges, Indemnities and Expenses of the Trustee, the Bond Registrar and the City. The Trustee, the Bond Registrar and the City shall be entitled to payment and reimbursement for reasonable fees for their respective services rendered hereunder and all advances, counsel fees and other expenses reasonably made or incurred by the Trustee, the Bond Registrar and the City in connection with such services and in connection with entering into this Indenture, including any such fees and expenses incurred in connection with action taken under Article IX hereof. The Trustee, the Bond Registrar and the City shall also be entitled to payment of their reasonable fees, charges and expenses in the event that provision for the payment of the

Bonds is made pursuant to Article VIII hereof. The Trustee shall have a first lien for the foregoing fees, charges and expenses with the right to enforce such lien for payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Trust Estate (other than moneys derived from a drawing under the Letter of Credit or held for the payment of particular Bonds whether or not such payment is then due and owing) for the foregoing fees, charges and expenses incurred by it. The Trustee shall have no such lien for such fees, charges and expenses on moneys in the Bond Purchase Fund or otherwise held hereunder for the payment of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase. Notwithstanding anything herein to the contrary, including the failure to pay fees and expenses, the Trustee shall at all times be required to (i) pay, to the extent moneys are on deposit under this Indenture and available therefor, principal of, premium, if any, and interest on the Bonds when due at maturity, upon redemption prior to maturity, acceleration or otherwise, (ii) to make drawings under the Letter of Credit, when required to do so by the terms of this Indenture, and (iii) to accelerate payment of the principal of and interest on the Bonds when required to do so by the terms of this Indenture.

Section 10.3. Notice to Bondholders if Default Occurs. If a default occurs of which the Trustee is by Section 10.1(h) hereof required to take notice or if notice of default be given as therein provided, then the Trustee shall promptly give written notice thereof to the Bond Registrar, the Bank, the Remarketing Agent, the Borrower and the Tender Agent, and the Bond Registrar shall promptly give written notice thereof by first class mail, postage prepaid, to the owner of each Bond as shown by the list of Registered Owners required by the terms of Section 5.8 hereof to be kept at the office of the Trustee.

Section 10.4. Intervention by the Trustee. In any judicial proceeding to which the City is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the owners from time to time of the Bonds, the Trustee may intervene on behalf of Registered Owners and shall do so if requested in writing by the owners of at least a majority of the aggregate principal amount of Bonds then Outstanding.

Section 10.5. Successor Trustee, Bond Registrar or Tender Agent. Any corporation or association into which the Trustee, Bond Registrar or Tender Agent may be converted or merged, or with which be consolidated, or to which any one of them may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger or consolidation to which any one of them is a party, shall be and become successor Trustee, Bond Registrar or Tender Agent hereunder and vested with all of the title to the 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 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, Bond Register or Tender Agent shall give notice thereof to the City, the Borrower, the Bank and the Remarketing Agent.

Section 10.6. Resignation by the Trustee, Bond Registrar or Tender Agent. The Trustee, Bond Registrar or Tender Agent and any successor Trustee, Bond Registrar or Tender

Agent may at any time resign from the trusts hereby created by giving 30 days' written notice by first class mail, postage prepaid, to the City, the Borrower, the Bank, the Remarketing Agent and the owner of each Bond as shown by the list of Registered Owners required by Section 5.6 hereof to be kept by the Bond Registrar, provided that such resignation shall only take effect when a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, has been appointed pursuant to Section 10.8.

Section 10.7. Removal of the Trustee, Bond Registrar or Tender Agent. The Trustee, Bond Registrar or Tender Agent may be removed at any time (subject to the appointment of a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, pursuant to Section 10.8 hereof), by (i) the City, at the written request of the Borrower, delivered to the Trustee, to the Bond Registrar, to the Tender Agent, to the City, to the Bank and to the Remarketing Agent, and (ii) an instrument or concurrent instruments in writing delivered to the Trustee, to the Bond Registrar, to the Tender Agent, to the City, to the Borrower, to the Bank and to the Remarketing Agent, and signed by the owners of a majority in aggregate principal amount of Bonds then Outstanding provided that no such removal shall take effect until a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, has been appointed pursuant to Section 10.8.

Section 10.8. Appointment of Successor Trustee, Bond Registrar or Tender Agent by Bondholders or City. If the Trustee, Bond Registrar or Tender Agent hereunder shall give notice of resignation 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 office or offices, or of a receiver appointed by a court, a successor may with the prior written consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) be appointed by the owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the City, the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the Borrower, the Bank and the Remarketing Agent. Pending such appointment by the Bondholders, the City may, with the prior written consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized officer of the City, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the Borrower, the Bank and the Remarketing Agent. If the City fails to act pursuant to the previous sentence, the Borrower may (to the extent no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized officer of the Borrower, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the City, the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the City, the Bank and the Remarketing Agent. If the Registered Owners and the City or Borrower fail to

so appoint a successor Trustee, Bond Registrar or Tender Agent hereunder within 45 days after the Trustee, Bond Registrar or Tender Agent has given notice of its resignation, has been removed, has been dissolved, has otherwise become incapable of acting hereunder or has been taken under control by a public officer or receiver, the Trustee, Bond Registrar or Tender Agent shall have the right to petition a court of competent jurisdiction to appoint a successor hereunder. Every such Trustee, Bond Registrar or Tender Agent appointed pursuant to the provisions of this Section 10.8 shall be a trust Borrower or bank in good standing in the state of its incorporation and have a reported capital and surplus of not less than \$50,000,000 if there be such an institution willing, qualified and able to accept the trust upon customary terms. Notwithstanding any of the provisions of this Article X to the contrary concerning the resignation or removal of the Trustee or the appointment of a successor Trustee, no such resignation, removal or appointment shall be effective until the Bank shall have issued and delivered to the successor Trustee (i) a substitute Letter of Credit in substantially the same form as the existing Letter of Credit, but in favor of the successor Trustee, whereupon the retiring Trustee shall simultaneously return the Letter of Credit then held by it to the Bank for cancellation, or (ii) an amendment to the existing Letter of Credit, evidencing transfer thereof in all respects to the successor Trustee, to the extent permitted by law and by the terms of the Letter of Credit.

Section 10.9. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City 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 City, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder or thereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby or thereby 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 City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder and thereunder, together with all other instruments provided for in this Article X, shall be filed or recorded by the successor Trustee in each recording office where the Indenture shall have been filed or recorded.

Section 10.10. Appointment of Successor 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 Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Agreement, the Note or the Letter of Credit, and in particular in case of the enforcement of any of them 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 granted herein or in the Agreement or the Note to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint, with the consent of the

Borrower (to the extent that no "*Event of Default*" shall have occurred and be continuing under the Agreement) and the Bank, an additional individual or institution as a separate trustee or co-trustee. The following provisions of this Section 10.10 are adapted to these ends.

If the Trustee appoints an additional individual or institution as a separate trustee or co-trustee, in the event of the incapacity or lack of authority of the Trustee, by reason of any present or future law of any jurisdiction, to exercise any of the rights, powers, trusts and remedies herein granted to the Trustee or to hold title to the Trust Estate or to take any other action which may be necessary or desirable in connection therewith, each and every remedy, power, right, obligation, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be imposed upon, exercised by or voted in or conveyed to the Trustee with respect thereto shall be imposed upon, exercisable by and vest in such separate trustee or co-trustee, but only to the extent necessary to enable such separate trustee or co-trustee to exercise such powers, rights, trusts and remedies, and every covenant and obligation necessary to the exercise thereof by such separate trustee or co-trustee shall run to and be enforceable by either of them. Such separate trustee or co-trustee shall deliver an instrument in writing acknowledging and accepting its appointment hereunder to the City, the Trustee, the Borrower, the Bank and the Remarketing Agent.

Should any instrument in writing from the City be required by the separate trustee 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 City. If the City shall fail to deliver the same within 15 days of such request, the Trustee is hereby appointed attorney-in-fact for the City to execute, acknowledge and deliver such instruments in the City's name and stead. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the states, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 10.11. Appointment of a Remarketing Agent. The City and the Borrower shall, with the consent of the Bank, which consent shall not be unreasonably withheld, appoint the Remarketing Agent, subject to the conditions hereinafter set forth, and the Remarketing Agent shall act as the agent of the City in determining the Variable Rate and the Fixed Rate pursuant to Section 2.2 hereof, and shall act as the agent of the Borrower in connection with the remarketing of the Bonds pursuant to Section 4.3 hereof. _____ is hereby appointed the initial Remarketing Agent. The Remarketing Agent shall designate to the Trustee its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the City, the Borrower, the Trustee and the Bank (which written instrument may be the Remarketing Agreement), under which the Remarketing Agent will agree to fulfill its duties and obligations set forth in this Indenture and keep such books and records with respect to its duties as Remarketing Agent as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Trustee, the City, the Borrower and the Bank at all reasonable times.

The Remarketing Agent shall be a member of the National Association of Securities Dealers, Inc., or a commercial bank chartered under the laws of the United States of America or any state thereof, having a capitalization of at least \$50,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' written notice to the City, the Borrower, the Bank and the Trustee. The Remarketing Agent may be removed at any time by the Borrower by an instrument filed with the Remarketing Agent and the Trustee. Upon any such resignation or removal the Borrower shall, with the consent of the Bank (which consent shall not be unreasonably withheld), appoint a successor Remarketing Agent by an instrument filed by the Borrower and the Bank with the City, the Remarketing Agent and the Trustee.

Section 10.12. Bond Registrar, Authenticating Agent, Paying Agent and Tender Agent. [Trustee] is hereby appointed as and agrees to act as Bond Registrar, Paying Agent, Authenticating Agent and Tender Agent for and in respect of the Bonds. [Trustee] shall execute an instrument whereby it acknowledges and accepts its duties as Bond Registrar, Authenticating Agent, Paying Agent and Tender Agent hereunder.

Section 10.13. Notices to Rating Agencies. The Trustee shall provide Moody's or S&P, as appropriate, with prompt written notice following the effective date of such event of (i) the appointment of any successor Trustee, Remarketing Agent or Tender Agent, or any agent appointed by the Trustee to perform a material duty, (ii) the delivery of a substitute Letter of Credit, (iii) any material amendments to this Indenture, the Agreement, the Letter of Credit or any other document relating to this transaction to which the Trustee is a party or with respect to which the Trustee has received prior written notice, (iv) the expiration, termination or extension of any Letter of Credit, (v) the conversion of the interest rate borne by the Bonds from the Variable Rate to the Fixed Rate, or (vi) the redemption in whole or the mandatory tender of the Bonds. The Trustee shall not be liable to any party for failing to provide any notice pursuant to this Section 10.13.

ARTICLE XI.

SUPPLEMENTAL INDENTURES

Section 11.1. Supplemental Indentures Not Requiring Consent of Bondholders. The City and the Trustee may, without consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture or to make any other change, provided that no such action in the judgment of the Trustee is to the prejudice of the Registered Owners;

(b) 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;

(c) To provide for an Alternate Credit Facility pursuant to Section 5.9(e) of the Agreement and to make any other change necessary to facilitate the provision of the Alternate Credit Facility;

(d) To permit fully registered Bonds to be exchanged for coupon Bonds (which may be registrable as to principal only) upon receipt by the City, the Borrower and the Trustee of an opinion of Bond Counsel to the effect that the exchange of fully registered Bonds for Bonds in coupon form is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation;

(e) To make further provisions for a book-entry system of registration for the Bonds;

(f) To provide for the purchase of Bonds on the open market on behalf of the Borrower from funds derived through drawings under the Letter of Credit, provided that the Borrower provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation and will not have an adverse effect on the security provided to the owners from time to time of the Bonds by this Indenture;

(g) To secure or maintain ratings from the Rating Agencies in both the highest short-term or commercial paper debt Rating Category and also in either of the two highest long-term debt Rating Categories of the applicable Rating Agency or Agencies, which changes will not restrict, limit or reduce the obligation of the Borrower to pay the principal of and premium, if any, and interest on the Bonds or otherwise materially adversely affect the Registered Owners under this Indenture, but only if there shall be supplied to the Borrower, the City, the Bank, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation; or

(h) To make any other change which in the sole determination of the Trustee does not materially adversely affect the owners; in making such determination the Trustee may rely on the opinion of such counsel as it may select, but only if there shall be supplied to the Borrower, the City, the Bank, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation.

Upon the execution of such supplemental indenture as in this Section 11.1 permitted and provided, this Indenture shall be deemed to be modified and amended in accordance therewith.

Section 11.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, 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 City and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the City 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 that nothing in this Section 11.2 or in Section 11.1 hereof contained shall permit, or be construed as permitting, without the consent of the owners of 100 percent in aggregate principal amount of the Bonds then Outstanding, (a) an extension of the maturity (or mandatory redemption date) of the principal of, premium, if any, or the interest on, any Bond issued hereunder, or (b) a reduction in the principal amount of, or redemption premium on, or the Variable Rate or the Fixed Rate borne by any Bond issued hereunder, except as provided in Section 2.2 hereof, or a change in the method of calculating the Variable Rate or the Fixed Rate, or (c) a change of any date upon which any Bond may be purchased in accordance with the terms thereof and the provisions of Sections 4.1 and 4.2 of this Indenture, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture or for consent to any amendment, change or modification to the Agreement as provided in Section 12.2 hereof, or (f) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (g) the deprivation of the owner of any Bond then outstanding of the lien hereby created on the Trust Estate.

If at any time the City shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 11.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail, postage prepaid, to the owner of each Bond then Outstanding as shown by the list of Registered Owners required by the terms of Section 5.8 hereof to be kept at the office of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Registered Owners. If, within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the owners of not less than a majority or 100 percent, as the case may be, in aggregate principal amount of the Bonds then Outstanding 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 the City 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 11.2 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 11.3. Consent of Borrower and Bank. Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XI shall not become effective unless and until the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) and the Bank (provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit) shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution of any such supplemental indenture, together with a copy of the proposed supplemental indenture, to be given by first class mail, postage prepaid, to the Borrower and the Bank at least 15 days prior to the proposed date of execution and delivery of any such 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, as the case may be, on or before 4:30 P.M., local time, at the principal corporate trust office of the Trustee, on the fifteenth day after the mailing of said notice. Prior to the execution of any supplemental indenture which affects the duties of the Bond Registrar hereunder, consent must be obtained from the Bond Registrar.

Section 11.4. Notices to Remarketing Agent. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any supplement or amendment to the Indenture, together with a copy of such supplement or amendment, entered into pursuant to this Article XI; provided, that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice.

ARTICLE XII.

AMENDMENT OF AGREEMENT AND NOTE

Section 12.1. Amendments, Etc., to Agreement and Note Not Requiring Consent of Bondholders. The City and the Trustee may, without the consent of or notice to the Registered Owners, consent to any amendment, change or modification of the Agreement (including an assignment thereof) and the Exhibits thereto and the Note as may be required (i) by the provisions of the Agreement or this Indenture; (ii) for the purpose of curing any ambiguity or formal defect or omission or in connection with any other change therein, provided, that any such action in the judgment of the Trustee will not materially adversely affect the Registered Owners; (iii) to provide for an Alternate Credit Facility pursuant to Section 5.9(e) of the Agreement and to make any other change necessary to facilitate the provision of the Alternate Credit Facility; (iv) to secure or maintain ratings from the Rating Agencies in both the highest short-term or commercial paper debt Rating Category and also in either of the two highest long-term debt Rating Categories of the applicable Rating Agency or Agencies; (v) to provide for the purchase of Bonds on the open market on behalf of the Borrower from funds derived through drawings under the Letter of Credit; and (vi) to make any other change which in the sole determination of the Trustee does not materially adversely affect the Registered Owners; in

making such determination the Trustee may rely on the opinion of such counsel as it may select. With respect to any such amendment the Borrower must provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation.

Section 12.2. Amendments, Etc., to Agreement and Note Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 12.1 hereof, the City and the Trustee shall not consent to any other amendment, change or modification of the Agreement or the Note without the giving of notice and the written approval or consent of the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding given as in this Section 12.2; provided that nothing in this Section 12.2 or in Section 12.1 hereof contained shall permit or be construed as permitting, without the consent of the owners of 100 percent in aggregate principal amount of the Bonds then Outstanding, (a) an extension of time for the payment of an amount due pursuant to Section 4.2(a) or 4.2(e) of the Agreement; (b) a reduction in the total amount due pursuant to Section 4.2(a) or 4.2(e) of the Agreement and on the Note; or (c) a reduction in the aggregate principal amount of the Bonds required for consent to such amendment, change or modification of the Agreement and the Note. With respect to any such amendment the Borrower must provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation. If at any time the City and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement or the Note, 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 11.2 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 corporate trust office of the Trustee for inspection by all owners.

Section 12.3. Consent of Bank. Anything herein to the contrary notwithstanding, any amendment, change or modification of the Agreement or the Note under this Article XII shall not become effective unless and until the Bank, provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit, shall have consented in writing to the execution and delivery of such amendment, change or modification. In this regard, the City shall cause the Trustee to give notice of the proposed execution of any such amendment, change or modification, together with a copy of the proposed amendment, change or modification, to be given by the first class mail, postage prepaid, to the Bank at least 15 days prior to the proposed date of execution and delivery of any such amendment, change or modification.

Section 12.4. Notice to Remarketing Agent. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any amendment or supplement to the Agreement or the Note, together with a copy of such amendment or supplement, entered into pursuant to this Article XII; provided, that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice.

ARTICLE XIII.

AMENDMENT AND SUBSTITUTION OF LETTER OF CREDIT

Section 13.1. Amendment of Letter of Credit. The Trustee may, without the consent of or notice to the owners of the Bonds, consent to any amendment, change or modification of the Letter of Credit or the exhibits thereto as may be required (i) for the purpose of curing any ambiguity or formal defect or omission; (ii) to obtain a credit rating on the Bonds from a Rating Agency; (iii) to effect a transfer thereof to a successor Trustee; (iv) to effect an extension of the terms thereof; (v) to effect a reduction or reinstatement thereof in accordance with its terms; or (vi) in connection with any other change which, in the judgment of the Trustee, does not adversely affect the interests of the owners of the Bonds; provided that the Trustee shall not consent to any other change, modification or amendment to the Letter of Credit without notice to and the written consent or approval of the owners of not less than 100 percent in aggregate principal amount of the Bonds then Outstanding. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any amendment or supplement to the Letter of Credit, together with a copy of such amendment or supplement, entered into pursuant to this Article XIII; provided that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice. The consent of the City under this Section 13.1 shall not be unreasonably withheld.

Section 13.2. Substitute Letters of Credit. The parties hereto acknowledge that the Borrower may, at its option, deliver substitute Letters of Credit to the Trustee in accordance with the provisions of Section 5.7 of the Agreement. Upon receipt by the Trustee from the Borrower of notice that the Borrower intends to deliver a substitute Letter of Credit, the Trustee shall promptly notify the Bond Registrar thereof, whereupon the Bond Registrar shall give notice of the proposed substitution to the City and the Bondholders, in the same manner provided in Section 4.2 for the giving of notices of mandatory tender, not less than 10 Business Days prior to the expected date of receipt of said substitute Letter of Credit. Such notice shall be prepared by the Trustee and submitted to the Bond Registrar, and shall (i) identify the Bank which is to issue the substitute Letter of Credit, (ii) describe the term, principal amount and expected date of receipt of the proposed substitute Letter of Credit, and (iii) state that the City's and the Trustee's acceptance of the proposed Letter of Credit will be contingent upon fulfillment of the requirements of Section 5.7(c) of the Agreement.

ARTICLE XIV.

MISCELLANEOUS

Section 14.1. Consents, Etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the owners may be in any number of concurrent documents and may be executed by such owners in person or by 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 acknowledgment 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, or in any manner satisfactory to the Trustee.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of owning the same shall be proved by the registration books of the City maintained by the Trustee pursuant to Section 2.8 hereof.

In determining whether the owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Borrower or any person related to the Borrower shall be disregarded and deemed not to be Outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Borrower.

Notwithstanding the foregoing paragraph, Bonds owned by the Borrower or any person related to the Borrower shall be deemed to be Outstanding under the Indenture if all the Bonds Outstanding at the time are owned by the Borrower; provided that in such event the Borrower may not consent to any supplement to this Indenture that would adversely affect the validity of the Bonds or the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation; and provided further, that if a supplement to this Indenture is executed at a time when the Borrower or any person related to the Borrower are the owners of all the Outstanding Bonds, Bond Counsel shall render an opinion that the execution of the supplement to this Indenture does not have an adverse effect on the validity of the Bonds or the exemption of the interest thereon from gross income of the owners thereof for purposes of federal income taxation.

Section 14.2. Limitation of Rights. With the exception of 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 borrower other than the parties hereto, the Borrower, the Remarketing Agent, the Bank, the Bond Registrar 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 therein 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 and the Borrower, the Remarketing Agent, the Bank, the Bond Registrar and the owners from time to time of the Bonds as herein provided.

Section 14.3. Notices. Unless otherwise specifically provided herein, all notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (a) deposited in the United States mail and sent by first class mail, postage prepaid, or (b) 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 City:

City of Chicago
Department of Housing
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner, Department of Housing

With a copy to:

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

City of Chicago
Office of the Chief Financial Officer
City Hall – Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Financial Officer

If to the Borrower:

With a copy to:

If to the Trustee:

If to the Bank:

If to the Remarketing
Agent:

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Borrower to the other shall also be given to the Trustee, the Remarketing Agent and the Bank.

Section 14.4. Payments Due on Non-Business Days. 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 or the date for payment of the purchase price of any Bonds tendered or deemed to be tendered for purchase is not a Business Day, then payment of the principal, premium, if any, or interest or purchase price need not be made on such date, but may be made on the immediately following Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or the date for payment of the purchase price, and no interest shall accrue for the period after such date.

Section 14.5. Action by Borrower. Wherever it is herein or in the Agreement provided or permitted for any action to be taken by the Borrower, such action may be taken by an Authorized Borrower Representative as defined in the Agreement, unless the context clearly indicates otherwise.

Section 14.6. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.7. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State; provided that the rights, duties and immunities and standard of care of the Trustee and the Bond Registrar shall be governed by and construed in accordance with the laws of the state in which their respective principal corporate trust offices are located.

Section 14.8. 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 14.9. References to Bank and Letter of Credit. At any time while the Letter of Credit is not in effect and all amounts payable under the Reimbursement Agreement have been paid, all references herein to the Bank and the Letter of Credit shall be ineffective.

Section 14.10. Provisions for Payment of Expenses. The City shall not be obligated to execute any documents or take any other action under or pursuant to this Indenture, the Agreement or any other document in connection with the Bonds unless and until provision for the payment of expenses of the City shall have been made. Provisions for expenses shall be deemed to have been made upon arrangements reasonably satisfactory to the City for the provision of expenses being agreed upon by the City and the party requesting such execution.

Section 14.11. 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.

Section 14.12. Third Party Beneficiary. The Trustee and the City acknowledge that so long as the Letter of Credit is in effect or any amount remains payable under the Reimbursement Agreement, the Bank shall be an express third party beneficiary of the provisions of this Indenture, with the power to enforce the same.

IN WITNESS WHEREOF, City of Chicago and [Trustee] have caused this Trust Indenture to be executed in their respective names and attested by their duly authorized officers, all as of the day first above written.

CITY OF CHICAGO

By _____
Chief Financial Officer

(SEAL)

Attest:

[TRUSTEE], as Trustee, Paying Agent and Bond Registrar

By _____
Its _____

By _____
Its _____

(Sub)Exhibit "A" referred to in this Trust Indenture with Renaissance Saint Luke L.P. reads as follows:

(Sub)Exhibit "A".
(To Trust Indenture With Renaissance Saint Luke, L.P.)

(Form Of Requisition Certificate)

Requisition Number: _____

Date: _____

Requisition Certificate.

To: [Trustee], As Trustee Under The Series 2003__ Trust Indenture Dated As Of _____, 2003, Between City Of Chicago And The Trustee, And Series 2003__ Loan Agreement Dated As Of _____, 2003, Between The City And The Borrower.

The undersigned hereby requests that the following amounts be paid to the following payees for the following Costs of the Project as defined in the above-mentioned Loan Agreement:

Amount	Payee And Address	Description
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, construction and equipping of the Project, have been properly incurred and are a proper charge against the Acquisition and Construction Fund, and have been paid, or are justly due to the

persons whose names and addresses are stated above, and have not been the basis of any previous requisition from the Acquisition and Construction Fund, and that such amounts are costs which can be capitalized for federal income tax purposes to the extent required by Section 142 of the Internal Revenue Code of 1986, as amended; (ii) as of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, purchase, construction and installation of said buildings and improvements which, if unpaid, might become the basis of a vendors, mechanics, laborers, materialmens, statutory or similar lien upon the Project or any part thereof; (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any monies from the Acquisition and Construction Fund in any previous or pending application for payment made pursuant to the Loan Agreement; (iv) payment of this Requisition will not breach any limitation on disbursements contained in the Project Certificate (as defined in the Loan Agreement); (v) the amount remaining in the Acquisition and Construction Fund after payment of the amount(s) requested in this Requisition, the reasonable estimate of investment income thereon, plus funds of the Borrower available for such purpose will, after payment of the amount(s) requested hereby, be sufficient to pay the cost of completing the Project; and (vi) the amount(s) requested hereby are "Costs" permitted by the Agreement and the Indenture.

Renaissance Saint Luke, L.P.

Authorized Borrower
Representative

Approved:

By: _____

Title: _____

*Exhibit "C".
(To Ordinance)*

*City Of Chicago
And
Renaissance Saint Luke, L.P.*

*Loan Agreement
Dated As Of _____, 2003*

*Relating To
City Of Chicago Variable Rate Demand Multi-Family Housing Revenue
Bonds (Renaissance Saint Luke, L.P. Project), Series 2003.*

THIS LOAN AGREEMENT dated as of _____, 2003 (the "Agreement"), is 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 (the "City"), and Renaissance Saint Luke, L.P., an Illinois limited partnership (the "Borrower").

RECITALS:

WHEREAS, the City plans to undertake the financing of a portion of the costs of the acquisition, construction and equipping of a mixed income senior citizen multi-family housing project to be located at 1501-1515 West Belmont Avenue, Chicago, Illinois (the "Project"), by issuing its \$_____,000 Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Saint Luke, L.P. Project) Series 2003_ (the "Bonds"); and

WHEREAS, the City intends to loan the proceeds of sale of the Bonds to the Borrower to acquire, construct and equip the Project; and

WHEREAS, the Bonds will be issued under the terms of a Trust Indenture (the "Indenture") of even date herewith from the City to [Trustee], as trustee (the "Trustee"); and

WHEREAS, the Borrower's obligations to repay the loan are evidenced by this Agreement and the Borrower's execution and delivery to the Trustee of its promissory note (the "Note") concurrent herewith; and

WHEREAS, the Bonds are secured by (i) an assignment and pledge by the City to the Trustee of this Agreement, and (ii) an irrevocable, transferable letter of credit issued by _____, Chicago, Illinois (the "Bank"), in favor of the Trustee for the benefit of the owners from time to time of the Bonds, and any other letter of credit issued in substitution therefor in accordance with the terms hereof and thereof (the "Letter of Credit"); and

WHEREAS, upon the issuance of the Bonds, the City also will issue its \$_____,000 aggregate principal amount of Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Saint Luke, L.P. Project) Series 2003_ to finance a portion of the cost of the Project (the "Series _ Bonds").

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows (provided that in the performance of the agreements of the City herein contained, any obligation it may thereby incur shall not constitute a debt of the City, or a charge against its general credit, but shall be payable solely out of the revenues and receipts derived from this Agreement, the Note, the sale of the Bonds, the income from the temporary investment thereof and moneys derived from drawings under the Letter of Credit, all as herein provided):

ARTICLE I.

DEFINITION OF TERMS

All words and phrases defined in Article I of the Indenture shall have the same meanings in this Agreement. Certain terms used in this Agreement are hereinafter defined in this Article I. When used herein, such terms shall have the meanings given them by the language employed in this Article I defining such terms unless the context clearly indicates otherwise:

"Acquisition and Construction Period" means the period between the beginning of the acquisition, construction and equipping of the Project or the date on which the Bonds are first delivered to the purchasers thereof, whichever is earlier, and the Completion Date.

"Affordable Housing Loan" has the meaning set forth in the Bond Ordinance.

"Agreement" means this Loan Agreement, as from time to time supplemented and amended.

"Alternate Credit Facility" means a surety bond, an insurance policy or any other credit facility not constituting an irrevocable, direct-pay letter of credit delivered to the Trustee pursuant to Section 5.7(d) hereof.

"Authorized Borrower Representative" means such person at the time and from time to time designated to act on behalf of the Borrower by written certificate furnished to the City, the Trustee and the Bank, containing the specimen signature of such person. Such certificate may designate an alternate or alternates.

"Bank" means _____, in its capacity as the issuer of the initial Letter of Credit pursuant to Section 5.7(a) hereof, its successors in such capacity and their assigns, and the issuer of any substitute Letter of Credit pursuant to Section 5.7(c) hereof, its successors in such capacity and their assigns.

"Bonds" means the Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Saint Luke, L.P. Project) Series 2003_ of the City, in the original aggregate principal amount of \$_____,000 issued pursuant to the Indenture.

"*Borrower*" means Renaissance Saint Luke, L.P., an Illinois limited partnership, and its successors and assigns.

"*City*" means the City of Chicago, and its lawful successors and any assigns.

"*Completion Date*" means the earlier of (i) _____, 200_ or (ii) the date of completion of the Project, as that date shall be certified as provided in Section 3.4 hereof.

"*Cost of the Project*" means the sum of the items authorized to be paid from the Acquisition and Construction Fund pursuant to the provisions of (a) through (i) of Section 3.3 hereof.

"*Event of Default*" means any occurrence or event specified as such and defined as such by Section 6.1 hereof.

"*Indenture*" means the Trust Indenture dated as of _____, 2003, by and from the City to the Trustee, as from time to time supplemented and amended.

"*Investment Obligations*" shall mean, to the extent lawful for the investment of moneys to be made therein, any of the following obligations or securities on which the Borrower is not the obligor:

- (a) Governmental Obligations;
- (b) interest-bearing deposit accounts (which may be represented by certificates of deposit including Eurodollar certificates of deposit) in national or state banks (which may include the Trustee, the Paying Agent, any co-paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than \$100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency;
- (c) bankers' acceptances drawn on and accepted by commercial banks (which may include the Trustee, the Paying Agent, any co-paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than \$100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency;
- (d) obligations of, or guaranteed by, any agency or instrumentality of the United States of America;
- (e) commercial or finance company paper which is rated in the highest rating category by a nationally recognized rating agency;
- (f) repurchase agreements with banking or financial institutions (which may include the Trustee, the Paying Agent, any co-paying agent, the Bond Registrar, the

Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than \$100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency, provided that (i) that such repurchase agreements shall be secured as to principal (but only to the extent not insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or a similar corporation chartered by the United States of America) by Governmental Obligations, the fair market value of which is equal to 100 percent of such principal, (ii) the Trustee or a third party acting solely as agent for the Trustee has possession of the underlying securities, (iii) the Trustee or agent has a perfected first security lien in such collateral, and (iv) such collateral is free and clear of third party liens;

(g) obligations of any state or political subdivision thereof or any agency or instrumentality of such a state or political subdivision, the interest on which, in the opinion of Bond Counsel, is not includable in the gross income of the owners thereof for federal income tax purposes; and

(h) any other obligations agreed upon in writing by the Bank and the Borrower.

"Land Use Restriction Agreement" means the Land Use Restriction Agreement dated as of the date hereof, among the City, the Borrower and the Trustee.

"Letter of Credit" means the initial irrevocable, transferable Letter of Credit delivered to the Trustee pursuant to Section 5.7(a) hereof, and, unless the context or use indicates another or different meaning or intent, any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(c) hereof, and any extensions or amendments thereof.

"Note" means the promissory note of the Borrower made payable to the Trustee, delivered by the Borrower pursuant to Section 4.2(a) hereof, in order to evidence the obligation of the Borrower to repay the loan made hereunder.

"State" means the State of Illinois.

"Trustee" means the Trustee at that time serving as such under the Indenture.

The words *"hereof," "herein," "hereunder"* and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for convenience only, and shall not define or limit the provisions hereof.

ARTICLE II.

REPRESENTATIONS

Section 2.1. Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State. The City is authorized to execute and deliver this Agreement and the Indenture, and to carry out its obligations hereunder and thereunder.

(b) The City has issued the Bonds for the purpose of financing a portion of the costs of the Project.

(c) To the knowledge of the undersigned representatives of the City, neither the execution and delivery of the Bonds, this Agreement, the Indenture or the Land Use Restriction Agreement, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms, conditions or provisions on the Bonds, this Agreement, the Indenture or the Land Use Restriction Agreement materially 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 City is now a party or by which it is bound, or constitute a default under any of the foregoing.

Section 2.2. Representations of the Borrower. The Borrower makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Borrower is a limited partnership duly organized and validly existing under the laws of the State, is authorized to conduct business and is in good standing in the State, is not in violation of any provision of its agreement or certificate of limited partnership, has the power to execute and deliver this Agreement, the Note and the Land Use Restriction Agreement, to enter into the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder, and by proper action has duly authorized the execution and delivery of the Note, this Agreement and the Land Use Restriction Agreement and the performance of its obligations hereunder and thereunder.

(b) No litigation at law or in equity or proceeding before any governmental agency involving the Borrower is pending or, to the knowledge of the Borrower, threatened, in which any liability of the Borrower is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Borrower or which would affect its existence or authority to do business, the completion of the Project, the validity of any document to which it is a party or the performance of its obligations thereunder.

(c) The Borrower is not in default under or in violation of, and the execution, delivery and compliance by the Borrower with the terms and conditions of this Agreement, the Note or the Land Use Restriction Agreement, do not and will not conflict with or constitute or result in a default under or violation of: (i) the Borrower's agreement or certificate of limited partnership, (ii) any material agreement or other instrument to which the Borrower is a party or by which it is bound, or (iii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(d) The Borrower has obtained or will obtain at the proper times all consents, approvals, authorizations and orders, of any governmental or regulatory authority that are required to be obtained by the Borrower as a condition precedent to the issuance of the Bonds, the execution and delivery of this Agreement, the Note and the Land Use Restriction Agreement and the performance by the Borrower of its obligations hereunder and thereunder, and that are required for the operation of the Project Facilities.

(e) The Borrower has taken all necessary action required to make this Agreement, the Note and the Land Use Restriction Agreement the valid obligations of the Borrower which they purport to be; when executed and delivered by the parties thereto, this Agreement, the Note and the Land Use Restriction Agreement will constitute valid and binding agreements of the Borrower and will be enforceable against the Borrower in accordance with their respective terms subject to the provisions of bankruptcy and similar laws and to equitable principles.

(f) The operation of the Project Facilities in the manner presently contemplated and as described in this Agreement and the Land Use Restriction Agreement 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.

(g) 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.

(h) The estimated cost of acquiring, constructing and equipping the Project, inclusive of financing costs, exceeds \$_____,000.

(i) At least 95 percent of the Bond proceeds will be used to finance on-site or off-site costs of the Project and such costs will have been incurred with respect to work performed or materials purchased after _____, 200_.

(j) At least 95 percent of the moneys set aside in the Acquisition and Construction Fund for the Project under the Indenture, constituting a portion of the proceeds from the sale of the Bonds, will be used to provide amounts paid or incurred on or after _____, 200_ chargeable to the Project's capital account, either with a proper election by the Borrower (for example, under Section 266 of the Code), or but for a proper election by the Borrower to deduct such amounts.

(k) At least 95 percent of the Project financed or reimbursed with the proceeds of the Bonds (determined separately on the basis of cost and square footage) constitutes "residential rental property" within the meaning of the Code.

(l) The average maturity of the Bonds does not exceed 120 percent of the average reasonably expected economic life of the Project Facilities determined in accordance with Section 147(b) of the Code.

(m) 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 loans to be funded by the City for the Borrower.

(n) Until payment in full of all of the Bonds and the Series ___ Bonds, unless the City 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 Facilities or the Trust Estate (as defined in the Indenture) other than (i) any liens, taxes or other governmental charge which are not yet due and payable, (ii) any pledge relating to syndication of the Project or any grants or loans provided through Chicago's Affordable Housing Program, (iii) any lien, including, 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 acceptable to the Trustee, (iv) any lien or obligations relating to the Letter of Credit or any Alternate Credit Facility, (v) any mortgage, lien or other encumbrance granted on or prior to the date of issuance of the Bonds to the City, _____ or as security for loans or grants provided by any such entity to finance a portion of the Costs of the Project and (vi) such other pledges as may be approved in writing by the City.

(o) 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.

(p) The 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.

(q) If the Borrower becomes aware of any situation, event or condition which it believes would result in the interest of the Bonds becoming includible in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the City and the Trustee.

ARTICLE III.

ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT FACILITIES; ISSUANCE OF THE BONDS

Section 3.1. Acquisition, Construction and Equipping of the Project Facilities; Title. The Borrower agrees that it will acquire, construct and equip or complete the acquisition and equipping of, the Project Facilities; any plans and specifications for any construction, including any and all supplements, amendments and additions (or deletions) thereto (or therefrom), shall be made available to the City, the Trustee on written request.

Except as otherwise disclosed to the Trustee, the Borrower represents and warrants that it has, or simultaneously with the delivery of the Bonds will have, acquired good and marketable interests to the Project Facilities to enable the Borrower to acquire, construct, equip and use the Project Facilities as contemplated by this Agreement.

Section 3.2. Agreement to Issue Bonds; Application of Bond Proceeds. In order to provide funds to finance a portion of the Cost of the Project, as provided in Section 4.1 hereof, the City agrees that it will simultaneously with the execution and delivery hereof issue, sell and cause to be delivered to the purchasers thereof, the Bonds in the aggregate principal amount of \$_____,000 bearing interest, maturing, subject to prior redemption and subject to transfer, as set forth in the Indenture.

Section 3.3. Disbursements from the Acquisition and Construction Fund. The City authorizes and directs the Trustee, upon compliance with the Indenture, to disburse the moneys in the Acquisition and Construction Fund to or on behalf of the Borrower for the following purposes and, subject to the provisions of Section 3.4 hereof, for no other purposes:

(a) Payment to the Borrower of such amounts, if any, as shall be necessary to reimburse the Borrower in full for all advances and payments made by it at any time after _____, 200_, for expenditures in connection with the preparation of plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof) and the acquisition, construction and equipping of the Project.

(b) Payment or reimbursement of any legal, financial and accounting fees and expenses, the established administrative fees and expenses of the City, costs of the execution and filing of any instruments and the preparation of all other documents in connection therewith, and payment or reimbursement of all fees, costs and expenses for the preparation of this Agreement, the Note, the Reimbursement Agreement, the Letter of Credit, the Indenture, the Remarketing Agreement and the Bonds.

(c) Payment or reimbursement for labor, services, materials and supplies used or furnished in the acquisition, construction and equipping of the Project, all as provided in the plans, specifications and work orders therefor, payment or reimbursement for the cost of the acquisition, construction and equipping of utility services or other facilities and the acquisition and installation of all real and personal property deemed necessary in connection with the Project and payment or reimbursement for the miscellaneous capitalized expenditures incidental to any of the foregoing items.

(d) Payment or reimbursement of the fees, if any, for architectural, engineering, legal, investment banking and supervisory services with respect to the Project.

(e) To the extent not paid by a contractor for construction or installation with respect to any part of the Project, payment or reimbursement of the premiums on all insurance required to be taken out and maintained during the Acquisition and Construction Period, if any.

(f) Payment of the taxes, assessments, interest on the Bonds and other charges, if any, that may become payable during the Acquisition and Construction Period with respect to the Project, or reimbursement thereof if paid by the Borrower.

(g) Payment or reimbursement of expenses incurred in seeking to enforce any remedy against any supplier, conveyor, grantor, contractor or subcontractor in respect of any default under a contract relating to the Project.

(h) Payment of interest on the Bonds during the construction period of the Project (and thereafter with the approving opinion of Bond Counsel) or fees for credit enhancement arrangements applicable to the Bonds to the extent such fees constitute a reasonable charge for the transfer of credit risk.

(i) Payment of any other costs permitted by the Constitution and laws of the State.

All moneys remaining in the Acquisition and Construction Fund after the Completion Date and after payment or provision for payment of all other items provided for in the preceding subsections (a) to (i), inclusive, of this Section 3.3, shall at the direction of the Borrower be used in accordance with Section 3.4 hereof.

Each of the payments referred to in this Section 3.3 shall be made upon receipt by the Trustee of a written requisition (substantially in the form set forth in *Exhibit A* to the Indenture) signed by the Authorized Borrower Representative and approved in writing by the Bank.

Section 3.4. Establishment of Completion Date; Obligation of Borrower to Complete. The Completion Date shall be evidenced to the Trustee and the Bank by a certificate signed by the Authorized Borrower Representative, stating the Cost of the Project and stating that (a) the Project has been completed substantially in accordance with the plans, specifications and work orders therefor and all labor, services, materials and supplies used in such acquisition, construction and equipping have been paid for, and (b) all other facilities necessary in connection with the Project have been acquired, constructed and equipped in accordance with the plans, specifications and work orders therefor, and all costs and expenses incurred in connection therewith (other than costs and expenses for which the Borrower has withheld payment) have been paid, and (c) the disbursement of amounts from the Acquisition and Construction Fund complied with all representations and covenants of the Borrower pertaining thereto contained in the Project Certificate delivered by the Borrower upon the initial issuance of the Bonds. If the Borrower withholds the payment of any such cost or expense of the Project, the certificate shall state the amount of such withholding and the reason therefor. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. It shall be the duty of the Borrower to cause such certificate to be furnished to the City and the Trustee promptly after the Project shall have been completed.

Within 10 days after the delivery by the Authorized Borrower Representative of the certificate evidencing the Completion Date, the Trustee shall retain in the Acquisition and Construction Fund a sum equal to the amounts necessary for payment of Costs of the Project not then due and payable or the liability for which the Borrower is contesting as set forth in said certificate. Any amount not so retained in the Acquisition and Construction Fund for such costs, and all amounts so retained but not subsequently used and for which notice of such failure of use has been given by the Borrower to the Trustee, shall be segregated by the Trustee and used by the Trustee, at the direction of the Authorized Borrower Representative, (a) to redeem Bonds on the earliest redemption date permitted by the Indenture for which no prepayment premium or penalty pertains, or, at the option of the Borrower, at an earlier redemption date (provided that, in neither event shall such amounts be used to pay interest or premium on the Bonds in connection with such redemption), (b) to purchase Bonds on the open market (including Bonds subject to mandatory purchase) prior to such redemption date (provided that, if Bonds are purchased at an amount in excess of the principal amount thereof, the Borrower shall pay such excess out of other funds) for the purpose of cancellation, (c) subject to written consent of the Bank, to repay the City for costs of the Project paid with the proceeds of the Affordable Housing Loan, or (d) subject to the written consent of the Bank, to pay any additional Costs of the Project not provided for by the retention described in the first sentence of this paragraph, provided, in the case of clauses (c) and (d), that the Trustee is furnished with an opinion of Bond Counsel to the effect

that such use is lawful under the Constitution and laws of the State and will not adversely affect the exclusion from gross income of interest on any of the Bonds for purposes of federal income taxation. Until used for one or more of the foregoing purposes, such segregated amount may be invested as permitted by Section 3.5 hereof, but may not be invested, without an opinion of Bond Counsel to the effect that such investment will not adversely affect the exclusion from gross income of interest on any of the Bonds for purposes of federal income taxation, to produce a yield on such amount (computed from the Completion Date and taking into account any investment of such amount from the Completion Date) greater than the yield on the Bonds, computed in accordance with applicable provisions of the Code. The City agrees to cooperate with the Trustee and take all required action necessary to redeem the Bonds or to accomplish any other purpose contemplated by this Section 3.4.

If the moneys in the Acquisition and Construction Fund available for payment of the Cost of the Project are not sufficient to pay the costs thereof in full, the Borrower agrees to pay directly the costs of completing the Project as may be in excess of the moneys available therefor in the Acquisition and Construction Fund. The City does not make any warranty, either express or implied, that the moneys which will be paid into the Acquisition and Construction Fund and which, under the provisions of this Agreement, will be available for payment of a portion of the Cost of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Borrower agrees that if after exhaustion of the moneys in the Acquisition and Construction Fund the Borrower should pay any portion of the Cost of the Project pursuant to the provisions of this Section 3.4, it shall not be entitled to any reimbursement therefor from the City or from the Trustee, nor shall it be entitled to any diminution of the amounts payable under Section 4.2 hereof or under the Note.

Section 3.5. Investment of Moneys. Any moneys held as part of the Acquisition and Construction Fund shall be invested or reinvested by the Trustee, at the oral (promptly confirmed in writing) or written direction of the Authorized Borrower Representative, as provided in Article VII of the Indenture, in Investment Obligations specified by the Authorized Borrower Representative. Any moneys held as a part of the Bond Fund (including any moneys held for the payment of a particular Bond) shall be invested or reinvested by the Trustee at the written direction of the Authorized Borrower Representative as provided in Article VII of the Indenture, to the extent permitted by law, in Investment Obligations, except to the extent Article VII of the Indenture requires that said moneys be invested or reinvested solely in Governmental Obligations. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. The Trustee may make any and all such investments through its own bond department.

The investments so purchased shall be held by the Trustee and shall be deemed at all times a part of the Acquisition and Construction Fund or the Bond Fund, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund and any net losses resulting from such investment shall be charged to such fund and paid by the Borrower.

Any moneys held as part of the Bond Purchase Fund shall not be invested.

ARTICLE IV.

REPAYMENT PROVISIONS

Section 4.1. Bond Proceeds. The City covenants and agrees, upon the terms and conditions of this Agreement, to lend the proceeds received from the sale of the Bonds to the Borrower in order to finance the Cost of the Project. Pursuant to said covenant and agreement, the City will issue the Bonds upon the terms and conditions contained in the Indenture and this Agreement, and will lend the proceeds of the Bonds to the Borrower by causing the Bond proceeds to be applied as provided in Article III hereof. Such proceeds shall be disbursed by the Trustee to or on behalf of the Borrower as provided in Section 3.3 hereof.

Section 4.2. Repayment of the Loan and Payment of Other Amounts Payable. (a) As evidence of obligation to repay the Loan made hereunder by the City, the Borrower will issue its Note to the Trustee in the principal amount of \$_____,000. The Note shall be dated the date of issuance and delivery of the Bonds, shall mature on _____, 20__, except as the provisions hereinafter set forth with respect to prepayment may become applicable thereto. The Note shall bear interest on the unpaid principal amount thereof from the date of the Note at such rates equal to the interest rates from time to time borne by the Bonds, calculated on the same basis and to be paid at the same times as interest on the Bonds is calculated and paid from time to time. The Note shall be subject to prepayment as herein provided. Payments of the principal of and premium, if any, and interest on the Note shall be made in lawful money of the United States of America in federal or other immediately available funds. The Note shall be in substantially the same form as *Exhibit A* attached hereto and made a part hereof. The City and the Borrower agree that the Note shall be payable to the Trustee. The Borrower covenants and agrees that the payments of principal of, premium, if any, and interest on the Note shall at all times be sufficient to enable the Trustee to pay when due the principal of, premium, if any, and interest on the Bonds; provided that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund on a payment date shall be credited against the payment due on such date; and provided further, that, subject to the provisions of the immediately following sentence, if at any time the amount held by the Trustee in the Bond Fund should be sufficient (and remain sufficient) to pay on the dates required the principal of, premium, if any, and interest on the Bonds then remaining unpaid, the Borrower shall not be obligated to make any further payments under the provisions of this Section 4.2(a) or on the Note. Notwithstanding the provisions of the preceding sentence, if on any date the Excess Amount held by the Trustee in the Bond Fund is insufficient to make the then required payments of principal (whether at maturity or upon redemption prior to maturity or acceleration), premium, if any, and interest on the Bonds on such date, the Borrower shall forthwith pay such deficiency. The term "*Excess Amount*" as of any interest payment date shall mean the amount in the Bond Fund on such date in excess of the amount required for the payment of the principal of the Bonds which theretofore has matured at maturity or on a date fixed for redemption and premium, if any, on such Bonds in all cases where Bonds have not been presented for payment and paid, or for the payment of interest which has theretofore come due in all cases where interest checks have not been presented for payment and paid.

If the Borrower shall fail to pay any installment of principal of, premium, if any, or interest on the Note or under this Section 4.2(a), the installment so in default shall continue as an obligation of the Borrower until the amount so in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon until paid (to the extent legally enforceable) at a rate equal to the rate borne by the Bonds from time to time from the due date thereof until paid.

(b) The Borrower also agrees to pay to the City, its costs, fees and expenses related to this Agreement, the Indenture, the Bonds and the Project at any time while this Agreement is in effect, including the fees and expenses of its counsel.

(c) The Borrower also agrees to pay to the Bond Registrar, the Tender 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, and (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 ordinary expenses incurred under this Agreement, the Note and the Indenture, including reasonable attorneys' fees, as and when the same become due, (B) the fees, charges and expenses of the Placement Agent, the Bond Registrar 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 extraordinary expenses incurred by it under this Agreement, Note and the Indenture, including reasonable attorneys' fees, as and when the same become due.

(d) The Borrower also agrees to pay all fees, charges and expenses of the Remarketing Agent, as set forth in the Remarketing Agreement, in carrying out duties and obligations and performing services under and pursuant to the Indenture and the Remarketing Agreement.

(e) In addition to the payments required to be made by the Borrower pursuant to the foregoing subsections of this Section 4.2 and the Note, the Borrower agrees to pay to the Tender Agent amounts sufficient to pay the purchase price of any Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of the Indenture, on the purchase date of such Bonds as set forth in said Section 4.1 or said Section 4.2, 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.

(f) If the Borrower is in default under any provision of this Agreement or the Land Use Restriction Agreement, after giving effect to applicable notice and cure provisions the Borrower also agrees to pay to the City and the Trustee all fees and disbursements by such persons and their agents (including attorneys' fees and expenses) which are connected therewith or incidental thereto, except to the extent such fees and disbursements are paid from moneys available therefor under the Indenture.

(g) Upon the written demand of the Trustee, the Borrower also agrees to pay to the Trustee, on behalf of the City, any amount required to be rebated to the United States of America pursuant to the Tax Agreement, to the extent that funds are not available therefor under the Indenture. If the Borrower does not have funds available for such purpose, the general partner of the Borrower shall pay such amounts. The obligation of the general partner to make such payments shall be a personal obligation of the general partner, and no lien or claim shall be made by such general partner against the revenues and assets of the Project Facilities. The general partner's obligation to make such payments in its personal capacity shall be evidenced by the general partner's execution and acceptance of this Agreement.

(h) If the Trustee is authorized and directed to draw moneys under the Letter of Credit in accordance with the provisions of the Indenture to the extent necessary to pay the principal of, premium, if any, and interest on the Bonds if and when due, any moneys derived from a drawing under the Letter of Credit shall constitute a credit against the obligation of the Borrower to make corresponding payments on the Note and under subsections (a) of this Section 4.2. Drawings under the Letter of Credit to pay the purchase price of Bonds when due and remarketing proceeds available for such purpose shall constitute a credit against the obligation of the Borrower to make corresponding payments under subsection (e) of this Section 4.2.

(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, and no interest shall accrue for the period after such date.

(j) The Borrower shall have, and is hereby granted, the option to elect to convert the interest rate borne by the Bonds to the Fixed Rate pursuant to the provisions of Section 2.2 of the Indenture, subject to the terms and conditions set forth therein.

Section 4.3. No Defense or Set-off; Unconditional Obligation. The obligations of the Borrower to make the payments required in Section 4.2 hereof and pursuant to the Note and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim the Borrower might otherwise have against the City, the Trustee, the Tender Agent, the Paying Agent, the Bond Registrar, the Remarketing Agent or the Bank. The Borrower shall pay during the term of this Agreement the payments to be made on account of the Loan as prescribed in Section 4.2 hereof and all other payments required hereunder free of any deductions and without abatement, diminution or set-off other than those herein expressly provided. Until such time as the principal of, premium, if any, and interest on the Note and the Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the Indenture, the Borrower: (i) will not suspend or discontinue any payments provided for in

Section 4.2 hereof or the Note; (ii) will perform and observe all of its agreements contained in this Agreement; and (iii) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, its failure to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or the State or any political subdivision thereof, or any failure of the City, the Trustee or the Bank to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, except to the extent permitted by this Agreement.

Section 4.4. Assignment and Pledge of Issuer's Rights. As security for the payment of the Bonds, the City will assign and pledge to the Trustee all right, title and interest of the City in and to this Agreement and the Note, including the right to receive payments hereunder and thereunder (except for certain rights reserved under the Indenture), and hereby directs the Borrower to make said payments directly to the Trustee. The Borrower herewith assents to such assignment and pledge and will make payments directly to the Trustee without defense or set-off by reason of any dispute between the Borrower and the City or the Trustee.

ARTICLE V.

SPECIAL COVENANTS AND AGREEMENTS

Section 5.1. Issuer's and Trustee's Right of Access to the Project. The Borrower agrees that during the term of this Agreement the City and the Trustee and their duly authorized agents shall have the right during regular business hours, with reasonable notice, to enter upon the Project Facilities and examine and inspect the Project Facilities.

Section 5.2. Release and Indemnification Covenants. (a) The Borrower shall indemnify and hold the City (including any official, agent, officer, director or employee thereof and counsel to the City) harmless against any and all claims asserted by or on behalf of any person, firm, corporation, private or municipal, or other entity arising or resulting from, or in any way connected with (i) the financing, design, construction, installation, operation, use or maintenance of the Project Facilities, (ii) the violation by the Borrower of any agreement, warranty, covenant or condition of this Agreement, the Land Use Restriction Agreement, any other contract, agreement or restriction relating to the Project, or any law, ordinance, regulation or court order affecting the Project or the ownership, occupancy or use thereof, (iii) any act, including negligent acts, failure to act or misrepresentation by any person, firm, corporation, governmental authority or other entity, including the City, in connection with the issuance, sale or delivery of the Bonds, (iv) any act, failure to act or unintentional misrepresentation by the City in connection with, or in the performance of any obligation related to the issuance, sale and delivery of the Bonds or under this Agreement or the Indenture, or any other agreement executed by or on behalf of the City, including all liabilities, costs and expenses, including attorneys' fees, incurred in any action or proceeding brought by reason of any such claim. If any action or

proceeding is brought against the City by reason of any such claim, such action or proceeding shall be defended against by counsel as the City shall determine, and the Borrower shall indemnify the City for costs of such counsel. The Borrower upon notice from the City shall defend such an action or proceeding on behalf of the City. The Borrower shall also indemnify the City from and against all costs and expenses, including attorneys' fees, lawfully incurred in enforcing any obligation of the Borrower under this Agreement. Notwithstanding the foregoing, nothing contained in this subsection shall be construed to indemnify or release the City from any liability which it would otherwise have had arising from the gross negligence, intentional misrepresentation or willful misconduct on the part of the City, or any official, officers, employees, agents or representatives of the City acting in their capacities other than as contemplated by this Agreement.

(b) The Borrower shall indemnify and hold the Trustee, the Bond Registrar, any person who "controls" the Bond Registrar or the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended, and any member, officer, director, official and employee of the Placement Agent, the Remarketing Agent, the Bond Registrar or the Trustee (collectively called the "*Indemnified Parties*") harmless from and against, any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, renovation or sale of the Project Facilities or any part thereof. The Borrower also covenants and agrees, at its expense, to pay, and to indemnify and hold the Indemnified Parties harmless of, from and against, all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. In the event that any action or proceeding is brought against the Indemnified Parties by reason of any such claim or demand, the Indemnified Parties shall immediately notify the Borrower, which shall defend any action or proceeding on behalf of the Indemnified Parties, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Parties unless the employment of such counsel has been specifically authorized by the Borrower. If such separate counsel is employed, the Borrower may join in any such suit for the protection of its own interests. The Borrower shall not be liable for any settlement of any such action effected without consent, but if settled with the consent of the Borrower or if there be a final judgment for the plaintiff in any such action, the Borrower agrees to indemnify and hold harmless the Indemnified Parties.

(c) The Borrower shall indemnify and hold each of the Trustee, Bond Registrar, Paying Agent and Tender Agent harmless from and against, any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person arising out of, resulting from, or in any way connected with its acceptance or exercise of the powers and duties of such office under the Indenture and, in the case of the Trustee, as the assignee, transferee and pledgee of all right, title and interest of the City in and to this Agreement and sums payable hereunder, which are not due to negligence or willful misconduct of the party seeking indemnification, as well as the reasonable costs and expenses of defending against any claim of liability.

Section 5.3. Records of Borrower. The City and the Trustee shall be permitted, after reasonable notice during regular business hours during the term of this Agreement, to examine the books and records of the Borrower with respect to the Project.

Section 5.4. Tax-Exempt Status. (a) Neither the City nor the Borrower shall cause any proceeds of the Bonds to be expended except pursuant to the Indenture. The Borrower shall not (1) requisition or otherwise allow any payment out of proceeds of the Bonds (i) if such payment is to be used for the acquisition of any property (or an interest therein) unless the first use of such property is pursuant to such acquisition, provided that this clause (i) shall not apply to any building (and the equipment purchased as a part thereof, if any) if the "rehabilitation expenditures", as defined in Section 147(d) of the Code, with respect to the building equal or exceed 15 percent of the portion of the cost of acquiring the building (including such equipment) financed with the proceeds of the Bonds, (ii) if as a result of such payment, 25 percent or more of the proceeds of the Bonds would be considered as having been used directly or indirectly for the acquisition of land (or an interest therein), (iii) if, as a result of such payment, less than 95 percent of the net proceeds of the Bonds expended at the time of such requisition would be considered as having been used for costs of the acquisition, construction, reconstruction or improvement of residential rental property within the meaning of the Code, or (iv) if such payment is used to pay issuance costs (including attorneys' fees and placement fees) in excess of an amount equal to two percent of the principal amount of the Bonds; (2) take or omit, or permit to be taken or omitted, any other action with respect to the use of such proceeds the taking or omission of which would result in the loss of exclusion of interest on the Bonds from gross income for purposes of federal income taxation; or (3) take or omit, or permit to be taken or omitted, any other action the taking or omission of which would cause the loss of such exclusion. Without limiting the generality of the foregoing, the Borrower shall not permit (i) the proceeds of the Bonds to be used directly for the acquisition of land (or an interest therein) or so that any of such proceeds is used for the acquisition of land (or an interest therein) to be used for farming purposes or (ii) any of the proceeds of the Bonds to be used to provide any airplane, skybox or other private luxury box, any 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.

Section 5.5. Taxes and Governmental Charges. The Borrower hereby covenants and agrees that it will promptly pay, as the same become due, all lawful taxes, assessments, utility charges and other governmental charges of any kind whatsoever levied or assessed by federal, state or any municipal government upon or with respect to the Project Facilities or any part thereof or any payments under this Agreement and the Note. The Borrower may, at its expense and in its own name and behalf, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of any such contested item shall be effectively stayed.

Section 5.6. Maintenance and Repair; Insurance. The Borrower hereby covenants and agrees that it will maintain the Project Facilities in a safe and sound operating condition, making from time to time all needed material repairs thereto, and shall maintain amounts of insurance coverage with respect to the Project Facilities as may be required by the City and/or the Bank, and shall pay all costs of such maintenance, repair and insurance.

Section 5.7. Letter of Credit. (a) On or prior to the issuance, sale and delivery of the Bonds to the purchaser or purchasers thereof pursuant to Section 2.6 of the Indenture, the Borrower hereby covenants and agrees to obtain and deliver to the Trustee the initial, irrevocable, transferable Letter of Credit to be issued by the Bank in favor of the Trustee for the benefit of the owners from time to time of the Bonds in the form of Appendix B to the initial Reimbursement Agreement. The initial Letter of Credit shall be dated the date of issuance and delivery of the Bonds; shall expire on _____, 20__ unless otherwise extended in accordance with the terms and provisions of subsection (b) below and the Reimbursement Agreement; shall be in the amount of (i) the aggregate principal amount of the Bonds (A) to enable the Trustee to pay the principal of the Bonds at maturity, upon call for redemption prior to maturity or acceleration, and (B) to enable the Trustee to pay the portion of purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase, equal to the aggregate principal amount of such Bonds, plus (ii) an amount equal to the interest to accrue on the Bonds for 35 days at the Cap Rate, (A) to enable the Trustee to pay interest accrued on the Bonds on the dates and in the manner set forth in the Indenture, and (B) to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase, equal to the accrued interest on such Bonds.

(b) During the Variable Rate Period, except as hereinafter provided, at any time prior to the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit, the Borrower may, at its option, provide for the extension of the term of the Letter of Credit. Any such extension shall be to the 15th day of any calendar month at least one year after the Stated Expiration Date of the existing Letter of Credit. In connection therewith the Borrower shall furnish proof of such extension, in the form of an amendment to the Letter of Credit evidencing such extension, to the Trustee no later than the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit.

(c) Subject to the provisions of Section 2.10 of the initial Reimbursement Agreement and any similar provision of any subsequent Reimbursement Agreement, while a Letter of Credit is in effect, the Borrower may, at its option, deliver to the Trustee a substitute Letter of Credit in substitution for the existing Letter of Credit at any time prior to the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit. The substitute Letter of Credit shall be an irrevocable, direct-pay, transferable letter of credit of a commercial bank in substantially the same form and tenor as the existing Letter of Credit. The stated amount of the substitute Letter of Credit shall equal the then Outstanding principal amount of the Bonds, plus an amount equal to the interest to accrue on the Bonds then Outstanding for a number of days equal to (i) if the Bonds are then in the Variable Rate Period, 35 days, and if the Bonds are then in the Fixed Rate Period, 185 days, plus (ii) if the interest component of the Letter of Credit does not automatically and immediately reinstate after a drawing to pay interest on the Bonds, the sum of (A) six days, plus (B) the maximum number of calendar days the Bank is allowed pursuant to the provisions of such Letter of Credit to reinstate the Letter of Credit after a drawing thereon for interest on the Bonds, at the Cap Rate (or if the Bonds are then in a Fixed Rate Period, at the Fixed Rate). The substitute Letter of Credit shall contain administrative provisions reasonably satisfactory to the Trustee and, if in the Fixed Rate Period, shall expire on the same date as the existing Letter of Credit or on the 15th day of a calendar month no sooner than the Stated Expiration Date of the existing Letter of Credit.

In order to avoid a mandatory tender of the Bonds pursuant to Section 4.2 of the Indenture, the Borrower shall, simultaneously with the delivery of the substitute Letter of Credit to the Trustee, furnish to the Trustee written evidence from each Rating Agency by which the Bonds are then rated, if any, to the effect that such Rating Agency has reviewed the proposed substitute Letter of Credit and that the substitution of the proposed substitute Letter of Credit for the existing Letter of Credit will not, by itself, result in the reduction or withdrawal of the rating assigned to the Bonds from that which then prevails; provided that, if the Bonds are not then rated by a Rating Agency, the Borrower shall furnish to the Trustee evidence that the provider of the substitute Letter of Credit has a commercial paper credit rating from Moody's or S&P at least equal to the higher of the then commercial paper credit ratings from Moody's and S&P of the Bank which provided the Letter of Credit for which the substitute Letter of Credit is being issued.

Simultaneously with the delivery of any substitute Letter of Credit to the Trustee, the Borrower must also provide the Trustee with written evidence from the Bank which issued the existing Letter of Credit that the Borrower shall have paid all of its obligations under the Reimbursement Agreement to such Bank (other than any obligations with respect to reimbursement for drawings under the Letter of Credit to purchase Bonds tendered or deemed tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not yet due and owing under the Reimbursement Agreement) and shall have paid all other amounts due and owing under the Reimbursement Agreement pursuant to which the existing Letter of Credit was issued (except as aforesaid). Simultaneously with the delivery of such substitute Letter of Credit to the Trustee, the Borrower shall also provide the Trustee with an opinion of Bond Counsel to the effect that such substitute Letter of Credit is authorized under

this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. If the Borrower shall fail to furnish to the Trustee written evidence of payment to the Bank as aforesaid together with such opinion of Bond Counsel, the Trustee shall not be deemed to have received the substitute Letter of Credit and shall not surrender the existing Letter of Credit. Upon delivery of a substitute Letter of Credit and the foregoing evidence and opinion, the Trustee is authorized to surrender the existing Letter of Credit and to approve the cancellation of the existing Letter of Credit.

(d) On or after the Conversion Date, the Borrower may, at its option, provide for the delivery to the Trustee of an Alternate Credit Facility to either supplement a Letter of Credit, replace a Letter of Credit or provide credit enhancement if no Letter of Credit is then in effect. An Alternate Credit Facility must be sufficient to cover the full amount of principal and interest on the Bonds (covering at least the amount of interest specified in (c) above). Any Alternate Credit Facility shall be payable to the Trustee for the benefit of the owners of the Bonds and shall have administrative provisions reasonably satisfactory to the Trustee. Simultaneously with the delivery of such an Alternate Credit Facility to the Trustee, the Borrower shall provide the Trustee with (i) an opinion of Bond Counsel to the effect that the delivery of such Alternate Credit Facility is authorized under this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation and (ii) if the Alternate Credit Facility is replacing an existing Letter of Credit, written evidence of maintenance of ratings and payment of all obligations owing the existing Bank as provided in subsection (c) above. The Borrower hereby covenants and agrees to give the City, the Trustee, the Bank and the Remarketing Agent written notice of intention to deliver any such Alternate Credit Facility at least 15 Business Days prior to the date on which the Borrower expects to deliver such Alternate Credit Facility.

(e) If the Letter of Credit is set to expire and the Borrower does not intend to deliver a substitute Letter of Credit to the Trustee, the Borrower shall, on or before the 35th day prior to the interest payment date immediately preceding the Stated Expiration Date, give written notice to the City, the Trustee, the Remarketing Agent and the Bank that the Borrower does not intend to deliver such a substitute Letter of Credit to the Trustee prior to the Stated Expiration Date.

Section 5.8. Environmental Laws. The Borrower will comply with the requirements of all federal, state and local environmental and health and safety laws, rules, regulations and orders applicable to or pertaining to the Project Facilities.

Section 5.9. Annual Certificate. The Borrower will furnish to the City and to the Trustee within 120 days after the close of the Borrower's fiscal year, a certificate of the Borrower signed by the Authorized Borrower Representative stating that the Borrower has made a review of its activities during the preceding fiscal year for the purpose of determining whether or not the Borrower has complied with all of the terms, provisions and conditions of this Agreement and the Land Use Restriction Agreement and the Borrower has kept, observed, performed and fulfilled each and every covenant, provision and condition of this Agreement and the Land Use Restriction Agreement on its part to be performed and is not in default in the

performance or observance of any of the terms, covenants, provisions or conditions hereof, or if the Borrower shall be in default such certificate shall specify all such defaults and the nature thereof. Additionally, the Borrower shall furnish to the City 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 Land Use Restriction Agreement.

Section 5.10. Borrower to Maintain Its Partnership Existence; Conditions Under Which Exceptions Permitted. The Borrower agrees that during the term of this Agreement and so long as any Bond is Outstanding, it will maintain its existence as an Illinois limited partnership, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it.

Section 5.11. Continuing Disclosure Undertaking. If the Bonds become subject to the continuing disclosure requirements of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, the Borrower shall comply with all applicable requirements of the Rule, including the execution of a continuing disclosure undertaking required by the Rule.

ARTICLE VI.

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default. The occurrence and continuation of any one of the following shall constitute an Event of Default hereunder:

(a) failure by the Borrower to pay any amounts required to be paid as principal, premium, if any, or interest under this Agreement or under the Note, including, without limitation, Section 4.2(a) or 4.2(e) hereof, on the dates and in the manner specified therein or herein; or

(b) failure by the Borrower to observe or perform any covenant, condition or agreement on its part to be observed or performed in this Agreement, other than as referred to in subsection (a) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the City, the Trustee or the Bank. If a default other than as described in subsection (a) above is not reasonably capable of being cured within 30 days, then the City and the Trustee shall agree in writing to an extension of such time for such period as they determine reasonable prior to expiration provided that the Borrower is diligently pursuing a cure; or

(c) the dissolution or liquidation of the Borrower or the filing by the Borrower of a voluntary petition in bankruptcy, or failure of the Borrower to promptly lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its obligations hereunder, or an order for relief under Title 11 of the United States Code, as amended from time to time, is entered against the Borrower, or a petition or answer proposing the entry of an order for relief against the Borrower under Title 11 of

the United States Code, as amended from time to time, or reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged within 90 days after the filing thereof, or the Borrower shall fail generally to pay its debts as they become due, or a custodian (including without limitation a receiver, trustee, assignee for the benefit of creditors or liquidator of the Borrower) shall be appointed for or take possession of all or a substantial part of its properties and shall not be discharged within 90 days after such appointment or taking possession, or the Borrower shall consent to or acquiesce in such appointment or taking possession, or assignment by the Borrower for the benefit of its creditors, or the entry by the Borrower into an agreement of composition with its creditors, for its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state laws; or

(d) any warranty, representation or other statement made by or on behalf of the Borrower contained herein, or in any document or certificate furnished by the Borrower in compliance with or in reference hereto, is false or misleading in any material respect; or

(e) an "*Event of Default*" shall occur and be continuing under the Indenture.

Section 6.2. Remedies on Default. Whenever any Event of Default shall have occurred and be continuing hereunder, the City or the Trustee may take any one or more of the following remedial steps:

(a) The Trustee may exercise any right, power or remedy permitted to it by law as a holder of the Note, and shall have in particular, without limiting the generality of the foregoing, the right to declare the entire principal and all unpaid interest accrued on the Note to the date of such declaration and any premium the Borrower shall have become obligated to pay to be immediately due and payable, if concurrently with or prior to such notice the unpaid principal of and all unpaid accrued interest and premium on the Bonds have been declared to be due and payable under the Indenture, and upon such declaration the Note and the unpaid accrued interest thereon and such premium shall thereupon become forthwith due and payable in an amount sufficient to pay the principal of, premium, if any, and interest on the Bonds under Section 9.2 of the Indenture, without presentment, demand or protest, all of which is hereby expressly waived. The Borrower shall forthwith pay to the Trustee the entire principal of, premium, if any, and interest accrued on the Note.

(b) The City and the Trustee shall waive, rescind and annul such declaration and the consequences thereof, when any declaration of acceleration on the Bonds has been waived, rescinded and annulled pursuant to and in accordance with Section 9.2 of the Indenture.

(c) The City or the Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and

thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement.

In case the City or the Trustee shall have proceeded to enforce its rights under this Agreement or the Note, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City or the Trustee, as the case may be, then and in every such case the Borrower, the City and the Trustee shall be restored respectively to their several positions and rights hereunder and under the Note, and all rights, remedies and powers of the Borrower, the City and the Trustee shall continue as though no such proceeding had been taken.

In case there shall be pending proceedings for the bankruptcy of the Borrower under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Borrower, or in the case of any other similar judicial proceedings relative to the Borrower, or to the property of the Borrower, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Agreement and the Note and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Borrower, its creditors or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction of charges and expenses; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including reasonable attorneys' fees incurred by it up to the date of such distribution.

Section 6.3. Agreement to Pay Attorney's Fees and Expenses. If the City or the Trustee should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the Note or the enforcement of the performance or observance of any obligation or agreement on the part of the Borrower contained herein, the Borrower agrees that it will on demand therefor pay to the City or the Trustee the fees of such attorneys and such other expenses so incurred by the City or the Trustee.

Section 6.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City 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 and the Indenture now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power and accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give any notice other than such notice as may be herein expressly required. Such rights and remedies as are given the City hereunder shall also extend to the Trustee, and the Trustee and the owners from time to time of the Bonds shall be deemed third party beneficiaries of all covenants and agreements contained herein.

Section 6.5. No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by the Borrower and thereafter waived by the City or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VII.

PREPAYMENT OF NOTE

Section 7.1. Obligation to Prepay the Note. Upon the occurrence of a Determination of Taxability the Borrower shall have, and hereby accepts, the obligation to prepay the principal of the Note as a whole, and not in part, on any date within 60 days after the occurrence of a Determination of Taxability, for redemption of the Bonds pursuant to Section 3.1(c) of the Indenture. The amount to be prepaid pursuant to this Section 7.1 in such event shall be 100 percent of the then outstanding principal amount of the Bonds (or 103 percent of the then outstanding principal amount of the Bonds during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

Section 7.2. General Option to Prepay the Note. The Borrower shall have, and is hereby granted, the option to prepay the principal of the Note as a whole, or in part, by paying to the Trustee an amount sufficient to redeem all or a portion of the Bonds then Outstanding, in the manner, at the redemption prices (including premium, if any), from the sources and on the dates specified in Sections 3.1(a) and 3.1(b) of the Indenture.

Section 7.3. Redemption of the Bonds. To perform an obligation imposed upon the Borrower or to exercise an option granted to the Borrower by this Article VII, the Borrower shall give written notice to the City, the Trustee and the Bank which notice shall specify therein the date upon which prepayment of the Note (or a portion thereof) will be made, which date shall be not less than 35 days from the date the notice is mailed, and shall specify that all of the principal amount of the Note or a specified portion thereof is to be so prepaid. On or before the date such notice is given to the Bank, the Borrower shall obtain the consent of the Bank to such redemption required by Section 7.19(c) of the initial Reimbursement Agreement or any similar provision of any subsequent Reimbursement Agreement. The Trustee shall take all steps (other than the payment of the money required to redeem the Bonds) necessary under the applicable provisions of the Indenture to effect the redemption of the Bonds (or a portion thereof) in amounts equal to the amount of the principal of the Note so prepaid as provided in this Article VII.

ARTICLE VIII.

MISCELLANEOUS

Section 8.1. Notices. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (a) deposited in the United States mail and sent by first class mail, postage prepaid, or (b) 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 City: City of Chicago
Department of Housing
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner, Department of Housing

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

City of Chicago
Office of the Comptroller
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Comptroller

If to the Borrower: Renaissance Saint Luke, L.P.
c/o Renaissance Realty Group, Inc.
2001 West Churchill Street
Chicago, Illinois 60647
Attention: Nancy J. Kapp

with a copy to: Applegate & Thorne-Thomsen
322 South Green Street
Suite 412
Chicago, Illinois 60607
Attention: Thomas Thorne-Thomsen

If to the Trustee:

If to the Bank:

If to the Remarketing:
Agent

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Borrower to the other shall also be given to the Trustee, the Remarketing Agent and the Bank.

Section 8.2. Assignments. This Agreement may not be assigned by either party without the consent of the other and the Trustee and the Bank, except that the City shall assign and pledge to the Trustee all right, title and interest in and to this Agreement as provided by Section 4.4 hereof. No transfer of title to the Project Facilities shall be made unless the transferee assumes all of the duties of the Borrower under this Agreement and the Land Use Restriction Agreement, provided that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation hereunder. Upon the assumption of the duties of the Borrower, the Borrower shall be released from all executory obligations so assumed.

Section 8.3. Severability. If any provision of this Agreement 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.

Section 8.4. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided* that for purposes of perfecting a security interest in this Agreement by the Trustee under Article 9 of the Uniform Commercial Code of the State, only the counterpart assigned, pledged and delivered to the Trustee shall be deemed the original.

Section 8.5. Amounts Remaining in Any Fund or With Trustee. It is agreed by the parties hereto that after payment in full of (a) the principal of, premium, if any, and interest on the Bonds, (b) the fees, charges and expenses of the City, the Trustee, the Bond Registrar and the Remarketing Agent in accordance herewith and with the Indenture, the Note and the Remarketing Agreement (the payment of which fees, charges and expenses shall be evidenced by a written certification of the Borrower that it has fully paid all such fees, charges and expenses), (c) all other amounts required to be paid under this Agreement, the Note and the Indenture and (d) any amounts due to the City pursuant to the Affordable Housing Loan and, thereafter, any other amounts due to the City, including, but not limited to, all taxes, water bills and parking tickets owed to the City, any amounts remaining in any fund or account maintained under this Agreement or the Indenture and not applied to the principal of, premium, if any, and interest on the Bonds shall belong to and be paid to the Borrower by the Trustee; *provided* that if the Trustee shall have drawn under the Letter of Credit, the Trustee shall request a written statement from the Bank as to whether or not the Bank has been reimbursed by the Borrower for any and all such drawings under the Reimbursement Agreement (other than an obligation for a drawing under the Letter of Credit to purchase Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not due and owing under the Reimbursement Agreement and except to the extent any other obligations are disputed in good faith), such amounts remaining in the Bond Fund or the Bond Purchase Fund shall, upon written notice from the Bank that the Borrower has not reimbursed the Bank under the Reimbursement Agreement for any such drawing under the Letter of Credit (which notice shall

state the unreimbursed amount), shall be deemed to constitute property of and be paid to the Bank by the Trustee to the extent that the Borrower has not so reimbursed the Bank.

Section 8.6. Amendments, Changes and Modifications. Except as otherwise provided in this Agreement or the Indenture, subsequent to the initial issuance of the Bonds and prior to their payment in full, this Agreement may not be effectively amended, changed, modified, altered or terminated except in the manner provided in the Indenture.

Section 8.7. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable law of the State.

Section 8.8. Authorized Borrower Representative. Whenever under the provisions of this Agreement the approval of the Borrower is required or the Borrower is required to take some action at the request of the City, the Trustee or the Bank, such approval or such request shall be given for the Borrower by the Authorized Borrower Representative, and the City, the Trustee and the Bank shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Trustee or the Bank as a result of any such action taken.

Section 8.9. Terms of This Agreement. This Agreement shall be in full force and effect from the date hereof, and shall continue in effect until the payment in full of all principal of, premium, if any, and interest on the Bonds, or provision for the payment thereof shall have been made pursuant to Article VIII of the Indenture, all fees, charges and expenses of the City, the Trustee, the Bond Registrar, the Placement Agent and the Remarketing Agent have been fully paid or provision made for such payment (the payment of which fees, charges, indemnities and expenses shall be evidenced by a written certification of the Borrower that it has fully paid all such fees, charges, indemnities and expenses) and all other amounts due hereunder and under the Note have been duly paid or provision made for such payment. All representations, certifications and covenants by the Borrower as to the indemnification of various parties as described in Section 5.2 hereof, the payment of fees and expenses of the City as described in Sections 4.2(b) and 6.3 hereof and all matters affecting the tax-exempt status of the interest on Bonds shall survive the termination of this Agreement.

Section 8.10. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City, the Borrower and their respective successors and assigns; subject, however, to the limitations contained in Section 4.4 hereof.

Section 8.11. References to Bank and Letter of Credit. At any time while the Letter of Credit is not in effect and all amounts payable under the Reimbursement Agreement have been paid, all references to the Bank and the Letter of Credit shall be ineffective.

Section 8.12. Limited Liability of City. No covenant, agreement or obligation contained in this Agreement shall be deemed to be a covenant, agreement or obligation of any present or future member, official, officer, employee or agent of the City in his individual capacity, and neither the members, officials, officers, employees and agents of the City nor any officer thereof executing this Agreement shall be liable personally hereon or be subject to any personal liability or accountability by reason of the execution and delivery hereof. No member, official, officer, employee or agent of the City shall incur any personal liability with respect to any other action taken by him pursuant to this Agreement or any of the transactions contemplated hereby provided he does not act in bad faith.

Section 8.13. Rights Under the Indenture. With regard to any default concerning which notice is given to the City, the Borrower, the Bank and the Remarketing Agent under the provisions of Section 9.12 of the Indenture, the City hereby grants the Borrower full authority for the account of the City to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the City with full power to do any and all lawful things and acts to the same extent that the City could do and perform any such things and acts and with power of substitution.

Section 8.14. Limited Liability of Borrower. Except as provided in this Section, neither the Borrower nor its partners are personally liable for payments on the Note. The obligations of the Borrower contained in this Agreement and in the Note are limited obligations payable solely from the Borrower's interest in and revenues derived from the Project Facilities and from the payments made by the Bank to the Trustee on behalf of the Borrower under the Letter of Credit. Any judgement rendered against the Borrower for damages at law under this Agreement or the Note shall be limited to the Borrower's interest in and the revenues derived from the Project Facilities, and except as otherwise expressly provided herein, no deficiency or other personal judgment, or any order or decree of specific performance or other equitable remedies shall be rendered against the Borrower, its assets (other than its interest in and the revenues derived from the Project Facilities), its general or limited partners, their heirs, personal representatives, successors, transferees or assigns, as the case may be, in any action or proceedings arising out of this Agreement or the Note, or any judgment, order or decree rendered pursuant to any such action or proceedings; provided that the limitations of this Section shall not apply to equitable remedies ordered or decreed to enforce the non-monetary covenants and agreements of this Agreement.

IN WITNESS WHEREOF, the City of Chicago and Renaissance Saint Luke, L.P. have caused this Agreement to be executed in their names and attested by their duly authorized officers, all as of the day first above written

RENAISSANCE SAINT LUKE, L.P.
an Illinois limited partnership

CITY OF CHICAGO

By: RENAISSANCE SAINT LUKE, L.L.C.,
an Illinois limited liability company
and its sole general partner

By _____
Comptroller

By: RRG Development, Inc.
an Illinois corporation
and its managing member

By _____
Its President

(Sub)Exhibit "A" referred to in this Loan Agreement with Renaissance Saint Luke, L.P. reads as follows:

(Sub)Exhibit "A".

(To Loan Agreement With Renaissance Saint Luke, L.P.)

Promissory Note.

For Value Received, intending to be legally bound hereby, Renaissance Saint Luke, L.P., an Illinois limited partnership (the "Borrower"), hereby promises to pay to [Trustee], or its successors and assigns (the "Trustee"), in lawful money of the United States of America in federal or other immediately available funds, the principal amount of _____ Dollars (\$____,000) due on _____ 20____, and to pay interest from the date hereof on the unpaid principal balance hereof at such rates equal to the interest rates from time to time borne by the Bonds (as hereinafter defined), calculated during the Variable Rate Period (as defined in the Indenture hereinafter referred to) on the basis of a calendar year consisting of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Fixed Rate Period (as defined in the Indenture hereinafter referred to) on the basis of a calendar year consisting of three hundred sixty (360) days of twelve (12) thirty (30) day months, payable in lawful money of the United States of America in federal or other immediately available funds during said Variable Rate Period on _____, 2003, on the first (1st) Business Day (as defined in the Indenture hereinafter referred to) of each calendar month thereafter and on the date of the commencement of said Fixed Rate Period, until the earlier of the date of the commencement of said Fixed Rate Period or the date on which said principal amount is paid, and during said Fixed Rate Period on the first (1st) day of the April or October immediately following the commencement of said Fixed Rate Period and on the first (1st) day of each April and October thereafter, until said principal amount is paid.

This Promissory Note shall bear interest on any overdue installment of principal hereof, premium, if any, or interest hereon (to the extent legally enforceable) at a rate equal to the interest rate borne by this Promissory Note, from time to time, from the due date thereof until paid.

This Promissory Note is issued pursuant to the Loan Agreement dated as of _____, 2003, by and between the City of Chicago (the "City") and the Borrower (the "Agreement"), and is issued in consideration of the loan made thereunder and to evidence the obligations of the Borrower set forth in Section 4.2(a) thereof. The Borrower covenants and agrees that the payments of principal hereof and premium, if any, and interest hereon will be sufficient to enable the Trustee to pay when due the principal of, premium, if any, and interest on the City's Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Saint Luke, L.P. Project) Series 2003__ in the aggregate principal amount of _____ Dollars (\$____,000) (the

"Bonds"), issued pursuant to the Trust Indenture dated as of _____, 2003 from the City to the Trustee.

Each payment of principal of, premium, if any, and interest on this Promissory Note shall at all times be sufficient to pay the total amount of principal of (whether at maturity or upon acceleration or prior redemption), premium, if any, and interest on the Bonds on the same date. The total payments to be made by the Borrower hereunder shall be sufficient to pay when due the principal of (whether at maturity or upon acceleration or prior redemption), premium, if any, and interest on the Bonds; provided that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund (as defined in the Agreement) on a payment date shall be credited against the payment due on such date; and provided further, that, subject to the provisions of the immediately following sentence, if at any time the amount held by the Trustee in said Bond Fund should be sufficient (and remain sufficient) to pay at the times required the principal of, interest and premium, if any, on the Bonds then remaining unpaid, the Borrower shall not be obligated to make any further payments under the provisions of the preceding sentence. If on any day the Excess Amount held by the Trustee in said Bond Fund is insufficient to make the then required payments of principal of (whether at maturity or upon redemption prior to maturity or acceleration), interest and premium, if any, on the Bonds on such date, the Borrower shall forthwith pay such deficiency. The term "Excess Amount" as of any interest payment date shall mean the amount in said Bond Fund on such date in excess of the amount required for payment of the principal of the Bonds which theretofore has matured at maturity or on a date fixed for redemption and premium, if any, on such Bonds in all cases where interest checks have not been presented for payment and paid.

This Promissory Note is entitled to the benefit and is subject to the conditions of the Agreement. The obligations of the Borrower to make the payments required hereunder are absolute and unconditional, without any defense or without right of set-off, counterclaim or recoupment by reason of any default by the City under the Agreement or under any other agreement between the Borrower, the City or the Trustee, or out of any indebtedness or liability at any time owing to the Borrower by the City or the Trustee, or for any other reason.

This Promissory Note is subject to mandatory prepayment as a whole, and optional prepayment as a whole or in part, as provided in Article VII of the Agreement.

In certain events, on the conditions, in the manner and with the effect set out in the Agreement, the principal installments of this Promissory Note may be declared due and payable before the stated maturity thereof, together with accrued interest thereon.

Except as provided in this paragraph, neither the Borrower nor its partners are personally liable for payments under this Note. The obligations of the Borrower contained in this Note are limited obligations payable solely from the Borrower's interest in and revenues derived from the Project Facilities (as defined in the Agreement) and from the payments made by the Bank (as defined in the Agreement) to the Trustee on behalf of the Borrower under the Letter of Credit (as defined in the Agreement). Any judgment rendered against the Borrower for damages at law under this Note shall be limited to the Borrower's interest in and the revenues derived from the Project Facilities, and except as otherwise expressly provided in the Agreement; no deficiency or other personal judgment, or any order or decree of specific performance or other equitable remedies shall be rendered against the Borrower, its assets (other than its interest in and the revenues derived from the Project Facilities), its general or limited partners, their heirs, personal representatives, successors, transferees or assigns, as the case may be, in any action or proceedings arising out of this Note, or any judgment, order or decree rendered pursuant to any such action or proceeding.

Reference is hereby made to the Agreement for a complete statement of the terms and conditions under which the maturity of the principal installments of this Promissory Note may be accelerated.

In Witness Whereof, The Borrower has executed and delivered this Promissory Note as of _____, 2003.

Renaissance Saint Luke, L.P.,
an Illinois limited partnership

By: Renaissance Saint Luke, L.L.C.,
an Illinois limited liability
company and its sole general
partner

By: RRG Development, Inc.,
an Illinois corporation
and its managing member

By: _____

Its: President

*Exhibit "D".
(To Ordinance)*

City Of Chicago

And

*[Trustee],
As Trustee*

And

*Renaissance Saint Luke, L.P.,
An Illinois Limited Partnership,
As Owner*

Land-Use Restriction Agreement

Dated As Of _____, 2003.

This Land-Use Restriction Agreement (this "Agreement"), entered into as of _____, 2003, by and among 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"), [Trustee], a _____ banking _____, as trustee (the "Trustee") under two (2) trust indentures, each dated as of _____, 2003 (the "Indentures"), from the Issuer to the Trustee, and Renaissance Saint Luke, L.P., an Illinois limited partnership (the "Owner"),

Witnesseth:

Whereas, The Issuer is issuing its Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Saint Luke, L.P. Project), Series 2003A (the "Series 2003A Bonds") and Variable Rate Demand Multi-Family Housing Revenue Bonds (Renaissance Saint Luke, L.P. Project), Series 2003B (the "Series 2003B Bonds"; and collectively with the Series 2003A Bonds, the "Bonds"), for the purpose of loaning the proceeds thereof to the Owner pursuant to two (2) Loan Agreements, each dated as of _____, 2003 (the "Loan Agreements"), between the Issuer and the Owner, to pay a portion of the costs of financing the acquisition, construction and equipping on the real property described on (Sub)Exhibit A attached hereto, of a mixed-income senior citizen multi-family housing project located at 1501 -- 1515 West Belmont Avenue, Chicago, Illinois (the "Project");

Whereas, In order to assure the Issuer and the owners of the Bonds that interest on the Bonds will be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and to further the public purposes of the Issuer, certain restrictions on the use and occupancy of the Project under the Code must be established;

Now, Therefore, In consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Owner, the Issuer and the Trustee agree as follows:

Section 1. Term Of Restrictions. (a) Occupancy Restrictions. The term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the first (1st) day on which at least ten percent (10%) of the units in the Project are first occupied, and shall end on the latest of (i) the date which is fifteen (15) years after the date on which at least fifty percent (50%) of the units in the Project are first occupied; (ii) the first (1st) date on which no tax-exempt bond (including any refunding bond) issued with respect to the Project is outstanding; or (iii) the date on which any housing assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended, terminates (which period is hereinafter referred to as the "Qualified Project Period").

(b) Rental Restrictions. The Rental Restrictions set forth in Section 4 hereof shall remain in effect during the Qualified Project Period set forth in paragraph (a) of this Section 1.

(c) Involuntary Loss or Substantial Destruction. The Occupancy Restrictions set forth in Section 3 hereof, and the Rental Restrictions set forth in Section 4 hereof, shall cease to apply to the Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a federal agency after the date of delivery of the Bonds, which prevents the Issuer and the Trustee from enforcing the Occupancy Restrictions and the Rental Restrictions, or condemnation or similar event, but only if, within a reasonable time period, (i) all of the Bonds are promptly retired, or amounts received as a consequence of such event are used to provide a new project which meets all of the requirements of this Agreement, which new project is subject to new restrictions substantially equivalent to those contained in this Agreement, and which is substituted in place of the Project by amendment of this Agreement; and (ii) an opinion from nationally recognized bond counsel (acceptable to the Issuer and the Trustee) is received to the effect that noncompliance with the Occupancy Restrictions and the Rental Restrictions as a result of such involuntary loss or substantial destruction resulting from an unforeseen event will not adversely affect the exclusion from the gross income of the owners thereof for purposes of federal income taxation of the interest on the Bonds; provided, however, that the preceding provisions of this paragraph shall cease to apply in the case of such involuntary noncompliance

caused by foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period subsequent to such event the Owner or any Related Party (as defined in Section 147(a)(2) of the Code) obtains an ownership interest in the Project for federal income tax purposes.

(d) Termination. This Agreement shall terminate upon the earliest of (i) termination of the Occupancy Restrictions and the Rental Restrictions, as provided in paragraphs (a) and (b) of this Section 1; or (ii) delivery to the Issuer, the Trustee and the Owner of an opinion of nationally recognized bond counsel (acceptable to the Issuer and the Trustee) to the effect that continued compliance with the Rental Restrictions and Occupancy Restrictions is not required in order for interest on the Bonds to remain excludible from gross income for federal income tax purposes.

(e) Certification. Upon termination of this Agreement, in whole or in part, the Owner and the Issuer shall execute, and the Trustee shall acknowledge, and the parties shall cause to be recorded (at the Owner's expense), in all offices in which this Agreement was recorded, a certificate of termination, specifying which of the restrictions contained herein has terminated, and the portion of the Project to which such termination relates.

Section 2. Project Restrictions. The Owner represents, warrants and covenants that:

(a) The Owner has reviewed the provisions of the Code and the Treasury Regulations thereunder (the "Regulations") applicable to this Agreement (including, without limitation, Section 142(d) of the Code and Section 1.103-8(b) of the Regulations) with its counsel and understands said provisions.

(b) The Project is being acquired, constructed and equipped for the purpose of providing a "qualified residential rental project" (within the meaning of Section 142(d) of the Code) and will, during the term of the Rental Restrictions and Occupancy Restrictions hereunder, continue to constitute a "qualified residential rental project" under Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(c) At least ninety-five percent (95%) of the Project will consist of a "building or structure" (as defined in Section 1.103-8(b)(8)(iv) of the Regulations), or several proximate buildings or structures of similar construction, each containing one (1) or more similarly constructed residential units (as defined in Section 1.103-8(b)(8)(i) of the Regulations) located on a single tract of land or contiguous tracts of land (as defined in Section 1.103-8(b)(4)(ii)(b) of the Regulations), which will be owned, for federal tax purposes, at all times by the same person, and financed pursuant to a common plan (within the meaning of Section 1.103-8(b)(4)(ii) of the Regulations), together with functionally related and subordinate facilities (within the meaning of Section 1.103-8(b)(4)(iii) of the

Regulations). Each such building or structure shall contain five (5) or more similarly constructed units.

(d) None of the residential units in the Project will at any time be used on a transient basis, nor will the Project itself be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis.

(e) In no event will continual or frequent nursing, medical or psychiatric services be made available at the Project, within the meaning of Revenue Ruling 98-47, 1998-39 I.R.B., or any successor thereto.

(f) All of the residential units in the Project will be leased, rented, or available for lease or rental on a continuous basis to members of the general public (other than units for a resident manager or maintenance personnel), subject, however, to the requirements of Section 3(a) hereof. Each Qualifying Tenant (as hereinafter defined) occupying a residential unit in the Project shall be required to execute a written Lease Agreement with a stated term of not less than thirty (30) days nor more than one (1) year.

(g) Any functionally related and subordinate facilities (e.g., parking areas, swimming pools, tennis courts, et cetera) which are financed by the Bonds and are included as part of the Project will be of a character and size commensurate with the character and size of the Project, and will be made available to all tenants on an equal basis. Fees will only be charged with respect to the use thereof if the charging of fees is customary for the use of such facilities at similar residential rental properties in the surrounding area (i.e., within a one (1) mile radius of the Project) and then only in amounts commensurate with the fees being charged at similar residential rental properties within such area. In any event, any fees charged will not be discriminatory or exclusionary as to the Qualifying Tenants (as defined in Section 3 hereof). No functionally related and subordinate facilities will be made available to persons other than tenants or their guests.

(h) Each residential unit in the Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family.

(i) No portion of the Project will be used to provide any 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, in violation of Section 147(e) of the Code.

Section 3. Occupancy Restrictions. The Owner represents, warrants and covenants that:

(a) Pursuant to the election of the Issuer and the Owner in accordance with the provisions of Section 142(d)(1)(B) of the Code, at all times during the Qualified Project Period at least _____ percent (____%) of the completed residential units in the Project shall be continuously occupied (or treated as occupied as provided herein) or held available for occupancy by Qualifying Tenants as herein defined. For purposes of this Agreement, "Qualifying Tenants" means individuals or families whose aggregate adjusted incomes do not exceed _____ percent (____%) of the applicable median gross income (adjusted for family size) for the area in which the Project is located, as such income and area median gross income are determined by the Secretary of the United States Treasury in a manner consistent with determinations of income and area median gross income under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such determination).

(b) Prior to the commencement of occupancy of any unit to be occupied by a Qualifying Tenant, the prospective tenant's eligibility shall be established by execution and delivery by such prospective tenant of an Income Computation and Certification in the form attached hereto as (Sub)Exhibit B (the "Income Certification") evidencing that the aggregate adjusted income of such prospective tenant does not exceed the applicable income limit. In addition, such prospective tenant shall be required to provide whatever other information, documents or certifications are reasonably deemed necessary by the Owner or the Issuer to substantiate the Income Certification.

(c) Not less frequently than annually, the Owner shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Owner as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Owner shall require each such tenant to execute and deliver to the Owner the Income Certification attached hereto (Sub)Exhibit B.

(d) Any unit vacated by a Qualifying Tenant shall be treated as continuing to be occupied by such tenant until reoccupied, other than for a temporary period not to exceed thirty-one (31) days, at which time the character of such unit as a unit occupied by a Qualifying Tenant shall be redetermined.

(e) If an individual's or family's income exceeds the applicable income limit as of any date of determination, the income of such individual or family shall be treated as continuing not to exceed the applicable limit; provided that the income of an individual or family did not exceed the applicable income limit upon commencement of such tenant's occupancy or as of any prior income

determination; and provided, further, that if any individual's or family's income as of the most recent income determination exceeds one hundred forty percent (140%) of the applicable income limit, such individual or family shall cease to qualify as a Qualifying Tenant if, prior to the next income determination of such individual or family, any unit in the Project of comparable or smaller size to such individual's or family's unit is occupied by any tenant other than a Qualifying Tenant.

(f) For purposes of satisfying the requirement that _____ percent (____%) of the completed residential units be occupied by Qualifying Tenants, the following principles shall apply: (i) at the time _____ percent (____%) of the residential units in the Project are occupied, _____ percent (____%) of such units must be occupied by Qualifying Tenants; and (ii) after _____ percent (____%) of the residential units in the Project are occupied, non-Qualifying Tenants may occupy units in the Project in the number set forth in (Sub)Exhibit D hereto, but only if the Qualifying Tenants' occupancies predate the non-Qualifying Tenants' occupancies.

(g) The Lease Agreement to be utilized by the Owner in renting any residential units in the Project to a prospective Qualifying Tenant shall provide for termination of the Lease Agreement and consent by such person to eviction following thirty (30) days notice, subject to applicable provisions of Illinois law (including for such purpose all applicable home rule ordinances), for any material misrepresentation made by such person with respect to the Income Certification with the effect that such tenant is not a Qualifying Tenant.

(h) All Income Certifications will be maintained on file at the Project so long as any Bonds are outstanding and for five (5) years thereafter with respect to each Qualifying Tenant who occupied a residential unit in the Project during the period the restrictions hereunder are applicable, and the Owner will, promptly upon receipt, file a copy thereof with the Issuer, and at the written request of the Trustee, the Trustee.

(i) On the first (1st) day of the Qualified Project Period, on the fifteenth (15th) days of January, April, July and October of each year during the Qualified Project Period, and within thirty (30) days after the final day of each month in which there occurs any change in the occupancy of a residential unit in the Project, the Owner will submit to the Issuer and the Trustee the "Certificate of Continuing Program Compliance", in the form attached hereto as (Sub)Exhibit C, executed by the Owner.

(j) The Owner shall submit to the Secretary of the United States Treasury (at such time and in such manner as the Secretary shall prescribe) an annual certification as to whether the Project continues to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Owner to the penalty provided in Section 6652(j) of the Code. The

Owner shall submit a copy of each such annual certification to the Issuer and the Trustee.

Section 4. Rental Restrictions. The Owner represents, warrants and covenants that once available for occupancy, each residential unit in the Project will be rented or available for rental on a continuous basis to members of the general public (other than (a) units for a resident manager or maintenance personnel and (b) units for Qualifying Tenants as provided for in Section 3 hereof).

Section 5. Transfer Restrictions. The Owner covenants and agrees that, except as provided in the last sentence of this Section 5, no conveyance, transfer, assignment or any other disposition of title to the Project (a "Transfer"), shall be made prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder, unless the transferee pursuant to the Transfer assumes in writing, in a form reasonably acceptable to the Issuer and the Trustee, all of the executory duties and obligations hereunder of the Owner, including this Section 5, and agrees to cause any subsequent transferee to assume such duties and obligations in the event of a subsequent Transfer by the transferee prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder (the "Assumption Agreement"). The Owner shall deliver the Assumption Agreement to the Issuer and the Trustee at least thirty (30) days prior to a proposed Transfer. This Section 5 shall not apply to the following: (i) the Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated as of _____, 2003, executed and delivered by the Owner to _____; (ii) the Junior Mortgage, Security Agreement and Financing Statement, dated as of _____, 2003, executed and delivered by the Owner to the Issuer; (iii) the Regulatory Agreement, dated as of _____, 2003, by and between the Issuer and the Owner; and (iv) the Assignment of Rents and Leases, dated as of _____, _____, from the Owner to the Issuer.

Section 6. Enforcement. (a) The Owner shall permit all duly authorized representatives of the Issuer or the Trustee to inspect any books and records of the Owner regarding the Project and the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(b) In addition to the information provided for in Section 3(i) hereof, the Owner shall submit any other information, documents or certifications reasonably requested by the Issuer or the Trustee which the Issuer or the Trustee deems reasonably necessary to substantiate continuing compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(c) The Issuer, the Trustee and the Owner each covenants that it will not take or permit to be taken any action within its control that it knows would adversely

affect the exclusion of interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, the Issuer and the Owner covenant to take any lawful action within their control and the Trustee covenants to take any lawful action it is directed to take by the Owner, the Issuer or nationally recognized bond counsel (including amendment of this Agreement as may be necessary, in the opinion of nationally recognized bond counsel acceptable to the Issuer and the Trustee) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting the Project.

(d) The Owner covenants and agrees to inform the Issuer and the Trustee by written notice of any violation of its obligations hereunder within five (5) days of first discovering any such violation. If any such violation is not corrected to the satisfaction of the Issuer and the Trustee within the period of time specified by either the Issuer or the Trustee, which shall be (A) the lesser of (i) forty-five (45) days after the effective date of any notice to or from the Owner, or (ii) sixty (60) days from the date such violation would have been discovered by the Owner by the exercise of reasonable diligence, or (B) such longer period as is specified in an opinion of nationally recognized bond counsel (acceptable to the Issuer and the Trustee), and as in such opinion will not result in the loss of such exclusion of interest on the Bonds, without further notice, the Issuer or the Trustee shall declare a default under this Agreement effective on the date of such declaration of default, and the Issuer or the Trustee shall apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct noncompliance with this Agreement.

(e) The Owner, the Issuer and the Trustee each acknowledges that the primary purpose for requiring compliance with the restrictions provided in this Agreement is to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and that the Issuer and the Trustee, on behalf of the owners of the Bonds, who are declared to be third party beneficiaries of this Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder, which in the opinion of the Issuer and nationally recognized bond counsel could adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

(f) In the enforcement of this Agreement, the Issuer and the Trustee may rely on any certificate delivered by or on behalf of the Owner or any tenant with respect to the Project.

(g) Nothing in this section shall preclude the Issuer or the Trustee from exercising any remedies they might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation hereunder, which in the opinion of the Issuer and nationally recognized bond counsel could adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

Section 7. Covenants To Run With The Land. The Owner hereby subjects the Project to the covenants, reservations and restrictions set forth in this Agreement. The Issuer, the Trustee and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Owner's successors in title to the Project throughout the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein (excluding any transferee of a limited partnership interest in the Owner) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage, lease or other instrument.

Section 8. Recording. The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded in the conveyance and real property records of Cook County, Illinois, and in such other places as the Issuer or the Trustee may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

Section 9. Concerning The Trustee. (a) The Trustee is executing and delivering this Agreement solely for the purposes of acknowledging the matters set forth herein, and being bound to undertake only those duties and responsibilities specifically set forth with respect to the Trustee. With respect to matters set forth in the remaining sections of this Agreement, the Trustee has made no investigation, makes no representation and undertakes no duties or responsibilities. No implied duties or responsibilities may be read into this Agreement against the Trustee, and the Trustee shall be entitled to the protections, privileges, exculpation and indemnities contemplated under the Indentures.

(b) In determining whether any default or lack of compliance by the Owner exists under this Agreement, the Trustee shall not be required to conduct any investigation into or review the operations or records of the Owner and, absent actual knowledge of any default or noncompliance, may assume compliance by the Owner with this Agreement unless otherwise specifically notified in writing.

(c) The permissive right of the Trustee to take actions permitted by this Agreement shall not be construed as an obligation or duty to do so.

(d) The Trustee shall be under no duty to confirm or verify any financial or other statements, reports or certificates furnished pursuant to any provisions hereof, and shall be under no other duty in respect of same except to retain the same in its files and permit the inspection of same at reasonable times by the Issuer.

(e) The Trustee has the right to appoint agents to carry out any of its duties and obligations hereunder, and shall, upon request, certify in writing to the other parties hereto any such agency appointment.

Section 10. No Conflict With Other Documents. The Owner warrants and covenants that it has not and will not execute any other agreement with provisions inconsistent or in conflict with the provisions hereof (except documents that are subordinate to the provisions hereof), and the Owner agrees that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth, which supersede any other requirements in conflict herewith.

Section 11. Interpretation. Any terms not defined in this Agreement shall have the same meaning as terms defined in the Indentures, the Loan Agreements or Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

Section 12. Amendment. This Agreement may be amended by the parties hereto to reflect changes in Section 142(d) of the Code, the regulations hereafter promulgated thereunder and revenue rulings promulgated, thereunder, or in the interpretation thereof, subject to an opinion of nationally recognized bond counsel that such amendment will not adversely affect the exclusion of the interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation.

Section 13. Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

Section 14. Notices. Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first (1st) day after being sent by telegram, or on the third (3rd) day after being deposited in United States registered or certified mail, 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 the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If To The Issuer:

City of Chicago
Department of Housing
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner, Department
of Housing

with a copy 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

If To The Trustee:

[Trustee]

If To The Owner:

Renaissance Saint Luke, L.P.
In care of Renaissance Realty Group, Inc.
2001 West Churchill Street
Chicago, Illinois 60647
Attention: Nancy J. Kapp

with a copy to:

Applegate & Thorne-Thomsen
322 South Green Street
Suite 412
Chicago, Illinois 60607
Attention: Mark Bums

with a copy to:

with a copy to:

Section 15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, and where applicable, the laws of the United States of America.

In Witness Whereof, The parties hereto have caused this Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

[Seal]

City of Chicago,
as Issuer

Attest:

By: _____
City Clerk

By: _____
Comptroller

9/4/2003

REPORTS OF COMMITTEES

6609

Renaissance Saint Luke, L.P.,
an Illinois limited partnership

By: Renaissance Saint Luke, L.L.C.,
an Illinois limited liability
company and its sole general
partner

By: RRG Development, Inc.,
an Illinois corporation
and its managing member

By: _____
President

[Trustee],
as Trustee

[Seal]

By: _____

Its: _____

Attest:

By: _____

Its: _____

State of Illinois)
)SS.
County of Cook)

Before Me, The undersigned authority, on this day personally appeared Tariq Malhance and James J. Laski, Comptroller and City Clerk, respectively, of 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"), known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that each executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of the Issuer.

Given under my hand and seal of office, this the ____ day of _____, 2003.

Notary Public in and for the
State of Illinois

[Seal]

My commission expires on:

State of Illinois)
)SS.
County of Cook)

Before Me, The undersigned authority, on this day personally appeared Nancy Kapp, of RRG Development, Inc., the Managing Member of Renaissance Saint Luke, L.L.C., an Illinois limited liability company, the General Partner of Renaissance Saint Luke, L.P., an Illinois limited partnership (the "Owner"), known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of said Managing Member and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said Owner.

Given under my hand and seal of office, this the ____ day of _____, 2003.

Notary Public in and for the
State of Illinois

[Seal]

My commission expires on:

State of Illinois)
)SS.
County of Cook)

Before Me, The undersigned authority, on this day personally appeared _____, of [Trustee], an Illinois state banking association (the "Trustee"), known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the _____ of said Trustee and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said Trustee.

Given under my hand and seal of office, this the ____ day of _____, 2003.

Notary Public in and for the
State of Illinois

[Seal]

My commission expires on:

(Sub)Exhibits "A", "B", "C" and "D" referred to in this Land-Use Restriction Agreement read as follows:

(Sub)Exhibit "A".
(To Land-Use Restriction Agreement)

Legal Description.

Legal Description Of Premises:

Address Commonly Known As:

1501 -- 1515 West Belmont Avenue
Chicago, Illinois.

Permanent Index Number:

(Sub)Exhibit "B".
(To Land-Use Restriction Agreement)

Income Computation And Certification.⁽¹⁾

Note To Apartment Owner: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the Department of

Housing and Urban Development ("H.U.D.") Regulations (24 C.F.R. Part 5). You should make certain that this form is at all times up to date with H.U.D. Regulations. All capitalized terms used herein shall have the meanings set forth in the Land-Use Restriction Agreement, dated as of _____ 1, 2003, among Renaissance Saint Luke, L.P. (the "Owner"), the City of Chicago and [Trustee], as Trustee.

Re: Renaissance Saint Luke, L.P. Project
1501 -- 1515 West Belmont Avenue
Chicago, Illinois

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment project for which application is made. Listed below are the names of all persons who intend to reside in the unit:

1.	2.	3.	4.	5.
Name Of Members Of The Household	Relationship To Head Of Household	Age	Social Security Number	Place Of Employment
	Head			
	Spouse			

-
- (1) The form of Income Computation and Certification shall be conformed to any amendments made to 24 C.F.R. Part 5, or any regulatory provisions promulgated in substitution therefor.

6. Total Anticipated Income. The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the twelve (12) month period beginning the date that I/we plan to move into a unit (i.e., _____) is \$_____.

Included in the total anticipated income listed above are:

(a) the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services;

(b) the net income from operation of a business or profession or net income from real or personal property (without deducting expenditures for business expansion or amortization or capital indebtedness); an allowance for depreciation of capital assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; include any withdrawal of cash or assets from the operation of a business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the above persons;

(c) interest and dividends (see 7(C) below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workmens' compensation and severance pay;

(f) the amount of any public welfare assistance payment; if the welfare assistance payment includes any amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities (if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount

calculated under this paragraph 6(f)(ii) shall be the amount resulting from one (1) application of the percentage);

(g) periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and

(h) all regular pay, special pay and allowances of a member of the Armed Forces.

Excluded from such anticipated total income are:

(a) income from employment of children (including foster children) under the age of eighteen (18) years;

(b) payments received for the care of foster children or foster adults;

(c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

(d) amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(e) income of a live-in aide;

(f) the full amount of student financial assistance paid directly to the student or to the educational institution;

(g) special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(h) amounts received under training programs funded by the Department of Housing and Urban Development ("H.U.D.");

(i) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency ("P.A.S.S.");

(j) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred

(special equipment, clothing, transportation, child care, et cetera) and which are made solely to allow participation in a specific program;

(k) a resident service stipend in a modest amount (not to exceed Two Hundred Dollars (\$200) per month) received by a resident for performing a service for the Owner, on a part-time basis, that enhances the quality of life in the Project, including, but not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination (no resident may receive more than one (1) stipend during the same period of time);

(l) compensation from state or local employment training programs and training of a family member as resident management staff, which compensation is received under employment training programs (including training programs not affiliated with a local government) with clearly defined goals and objectives, and which compensation is excluded only for the period during which the family member participates in the employment training program;

(m) reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(n) earnings in excess of Four Hundred Eighty Dollars (\$480) for each full-time student, eighteen (18) years or older, but excluding the head of household and spouse;

(o) adoption assistance payments in excess of Four Hundred Eighty Dollars (\$480) per adopted child;

(p) deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

(q) amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(r) amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

(s) temporary, nonrecurring or sporadic income (including gifts); and

(t) amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of

assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

7. Assets. (A) Do the persons whose income or contributions are included in Item 6 above:

(i) have savings, stocks, bonds, equity in real property or other forms of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in H.U.D. homeownership programs and interests in Indian trust land)?

_____ Yes _____ No

(ii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two (2) years at less than fair market value?

_____ Yes _____ No

(B) If the answer to (i) or (ii) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than Five Thousand Dollars (\$5,000)?

_____ Yes _____ No

(C) If the answer to (B) above is yes, state:

(i) the total value of all such assets: \$_____;

(ii) the amount of income expected to be derived from such assets in the twelve (12) month period beginning on the date of initial occupancy of the unit that you propose to rent:

\$_____; and

(iii) the amount of such income, if any, that was included in Item 6 above:

\$_____

8. Full-Time Students. (a) Are all of the individuals who propose to reside in the unit full-time students?

____ Yes ____ No

A full-time student is an individual who during each of five (5) calendar months during the calendar year in which occupancy of the unit begins is a full-time student at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance or an individual pursuing a full-time course of institutional on-farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to 8(a) is yes, are at least two (2) of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return?

____ Yes ____ No

9. Relationship To Project Owner. Neither myself nor any other occupant of the unit I/we propose to rent is the owner of the rental housing project in which the unit is located (hereinafter the "Owner"), has any family relationship to the Owner, or owns directly or indirectly any interest in the Owner. For purposes of this paragraph, indirect ownership by an individual shall mean ownership by a family member; ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member; and ownership, direct or indirect, by a partner of the individual.

10. Reliance. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit and is relevant to the status under federal income tax law of the interest on bonds issued to provide financing for the apartment development for which application is

being made. I/We consent to the disclosure of such information to the issuer of such bonds, the holders of such bonds, any trustee acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

11. Further Assistance. I/We will assist the Owner in obtaining any information or documents required to verify the statements made herein, including, but not limited to, either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding two (2) calendar years.

12. Misrepresentation. I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit, and may entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this ____ day of _____, Illinois.

Applicant

Applicant

Applicant

Applicant

[Signature of all persons over the age of seventeen (17)
years listed in Number 2 above required.]

Subscribed and sworn to before me this ____ day of _____, 200__.

[Notary Seal]

Notary Public in and for the State of _____

My commission expires: _____

For Completion By Apartment Owner Only:

1. Calculation of eligible income:

- a. Enter amount entered for entire household in 6 above: \$_____
- b. (1) if the amount entered in 7(C)(i) above is greater than Five Thousand Dollars (\$5,000), enter the total amount entered in 7(C)(ii), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance (\$_____);
- (2) multiply the amount entered in 7(C)(i) times the current passbook savings rate as determined by H.U.D. to determine what the total annual earnings on the amount in 7(C)(i) would be if invested in passbook savings (\$_____), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance (\$_____); and
- (3) enter at right the greater of the amount calculated under (1) or (2) above: \$_____
- c. Total Eligible Income (Line 1.a plus line 1.b(3).

2. The amount entered in 1.c is:

- _____ Less than fifty percent (50%) of Median Gross Income for Area.⁽²⁾
- _____ More than fifty percent (50%) of Median Gross Income for the Area.⁽³⁾

3. Number of apartment unit assigned: _____

Bedroom Size: _____ Rent: \$_____

(2) "Median Gross Income for the Area" means the median income for the area where the Project is located as determined by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, or if programs under Section 8 are terminated, median income determined under the method used by the Secretary prior to the termination. "Median Gross Income for the Area" shall be adjusted for family size.

(3) See footnote 2.

4. The last tenants of this apartment unit for a period of at least thirty (30) consecutive days [had/did not have] aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, of less than fifty percent (50%) of Median Gross Income for the Area.

5. Method used to verify applicant(s) income:

_____ Employer income verification.

_____ Copies of tax returns.

_____ Other (_____)

Owner or Manager

Income Verification.
(For Employed Persons)

The undersigned employee has applied for a rental unit located in a project financed by the City of Chicago. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages:

Overtime:

Bonuses:

Commissions:

Total Current Income:

I hereby certify that the statements above are true and complete to the best of my knowledge.

_____ Signature	_____ Date	_____ Title

I hereby grant you permission to disclose my income to Renaissance Saint Luke, L.P., an Illinois limited partnership, in order that it may determine my income eligibility for rental of an apartment located in its project which has been financed by the City of Chicago.

_____ Signature	_____ Date

Please send to:

Income Verification.
(For Self-Employed Persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding two (2) calendar years and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

_____ Signature	_____ Date

(Sub)Exhibit "C".
(To Land-Use Restriction Agreement)

Certificate Of Continuing Program Compliance.

The undersigned, a _____ of Renaissance Saint Luke, L.P., an Illinois limited partnership (the "Owner"), hereby certifies as follows:

1. The undersigned has read and is thoroughly familiar with the provisions of the Land-Use Restriction Agreement, dated as of _____, 2003, among the Owner, the City of Chicago and [Trustee], as Trustee (the "Land-Use Restriction Agreement").

2. Based on Income Computations and Certifications on file with the Owner, as of the date of this Certificate, the following number of completed residential units in the Project (i) are occupied by Qualifying Tenants (as such term is defined in the Land-Use Restriction Agreement), or (ii) were previously occupied by Qualifying Tenants and have been vacant and not reoccupied except for a temporary period of no more than thirty-one (31) days:

Occupied by Qualifying Tenants⁽¹⁾: _____ Number of Units

Previously occupied by Qualifying
Tenants (vacant and not reoccupied
except for a temporary period of no
more than thirty-one (31) days) _____ Number of Units

3. The total number of completed residential units in the Project is _____.

4. No default has occurred and is subsisting under the Land-Use Restriction Agreement.

(1) A unit, all of the occupants of which are full-time students, does not qualify as a unit occupied by Qualifying Tenants, unless one (1) or more of the occupants was entitled to file a joint tax return.

Renaissance Saint Luke, L.P.,
an Illinois limited partnership

By: Renaissance Saint Luke, L.L.C.,
an Illinois limited liability
company and its sole general
partner

By: RRG Development, Inc.,
an Illinois corporation
and its managing member

By: _____
President

(Sub)Exhibit "D".
(To Land-Use Restriction Agreement)

Ratable Rent-Up Schedule.

Total Units Occupied

Qualifying Units

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO
AND EXECUTE SETTLEMENT AGREEMENT REGARDING CASE
OF *HENRY PARGO V. CITY OF CHICAGO, JAMES B. FOLEY
AND FRED FORMAS.*

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

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: *Henry Pargo v. City of Chicago, James B. Foley and Fred Formas*, Number 00 L 8374, in an amount of \$450,000, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

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: *Henry Pargo v. City of Chicago, James B. Foley and Fred Formas*, Number 00 L 8374, in the amount of \$450,000.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO
AND EXECUTE SETTLEMENT AGREEMENT REGARDING
CASE OF *EUGENE YOUNG AND ANNIE SIMMONS*,
AS CO-ADMINISTRATORS OF THE ESTATE OF
DENISE SIMMONS, DECEASED V. CITY
OF CHICAGO AND LEMONT FOSTER.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

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: *Eugene Young and Annie Simmons, as Co-Administrators of the Estate of Denise Simmons, Deceased v. City of Chicago and Lemont Foster*, Number 02 L 11279, in the amount of \$4,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

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: *Eugene Young and Annie Simmons, as Co-Administrators of the Estate of Denise Simmons, Deceased v. City of Chicago and Lemont Foster*, Number 02 L 11279, in the amount of \$4,000,000.

AUTHORIZATION FOR BANK PARTICIPATION LOAN, GRANT OF CITY
FUNDS, NEGOTIATED SALE OF CITY PROPERTY AND GRANT
OF EASEMENT FOR BENEFIT OF BJ'S RESTAURANT.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing a bank participation loan, a grant of City funds, a negotiated sale of city property and a grant of easement for the benefit of BJ's Restaurant, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 41.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may legislate matters which pertain to its local governmental affairs; and

WHEREAS, The City's Department of Planning and Development ("D.P.D.") has as one of its primary purposes the creation of additional employment opportunities in the City through the attraction and expansion of economic development activity in the City; and

WHEREAS, BJ's on 79th, Inc., an Illinois corporation (the "Corporation"), and The BJ's 79th & Racine Venture, L.L.C., an Illinois limited liability company (the "L.L.C."),

have proposed the construction of a restaurant and market with an area of approximately three thousand three hundred forty-four (3,344) square feet with seating capacity for seventy-four (74) patrons and parking for twenty-four (24) vehicles to be located on a parcel of real estate commonly known as 1154 -- 1158 West 79th Street and 7843 -- 7845 South Racine Avenue, in Chicago, Illinois, and designated as Parcel C-2 in the 79th Street Corridor Redevelopment Area (the "Property" as legally described in Exhibit A attached hereto and made a part hereof), which will result in the creation of new, full time equivalent job opportunities available for low- and moderate-income persons residing in the City (the "Project"); and

WHEREAS, The City Council of the City (the "City Council") by an ordinance enacted on July 31, 1990 and published at pages 19067 -- 19090 of the *Journal of the Proceedings of the City Council of the City of Chicago* of said date, authorized a D.P.D. initiative entitled the Bank Participation Loan Program (the "Program"); and

WHEREAS, The City Council has authorized funding for the Program from Community Development Block Grant funds and corporate funds; and

WHEREAS, The Program requires City Council approval for participation in which the City's share exceeds One Hundred Fifty Thousand Dollars (\$150,000); and

WHEREAS, The Corporation and the L.L.C. (collectively and individually, the "Borrower") have requested that D.P.D. approve the purchase of a participation interest in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) of a Six Hundred Twenty-five Thousand Dollar (\$625,000) term loan (the "Loan") from LaSalle Bank N.A. to provide financial assistance for the Project pursuant to the terms and conditions and for the purpose set forth in Exhibit B attached hereto and made a part hereof; and

WHEREAS, The Loan Review Committee has approved the request of the Borrower; and

WHEREAS, D.P.D. has determined that a grant in an amount not to exceed Two Hundred Seventy Thousand Dollars (\$270,000) (the "Grant") is necessary, essential and appropriate to assist the Borrower in the implementation of the Project; and

WHEREAS, The City Council by an ordinance enacted on June 27, 2001 and published at pages 62871 -- 62873 of the *Journal of the Proceedings of the City Council of the City of Chicago* of said date (the "2001 Ordinance") authorized the City to enter into a negotiated sale and a redevelopment agreement with the Corporation for the conveyance of the Property; and

WHEREAS, Since the 2001 Ordinance, the Corporation (i) has formed the L.L.C. as a special purpose entity for purposes of holding title to the Property, (ii) is the

managing member and sole controlling party of the L.L.C., and (iii) has requested that the Property be conveyed by the City to the L.L.C., rather than the Corporation, with both parties being signatories to the redevelopment agreement; and

WHEREAS, The City, through its Department of General Services, holds legal title to a parcel of real estate adjacent to the Property located at 1150 West 79th Street, in Chicago, Illinois (the "City Property"); and

WHEREAS, The L.L.C. requires an easement over that portion of the City Property which is improved as a driveway (the "Easement Parcel") to facilitate access to the Property and the Borrower has requested that the City grant the L.L.C. such access easement; 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 D.P.D. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval of the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts on behalf of the City as shall be necessary or advisable in connection with the implementation of the Loan. The Commissioner is hereby authorized, subject to approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit B hereto.

SECTION 3. The Commissioner and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to enter into and execute a grant agreement with the Borrower in connection with the Project in substantially the form set forth in Exhibit C attached hereto and made a part hereof (the "Grant Agreement"), to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Grant, and to provide to the Borrower Grant proceeds in an amount not to exceed Two Hundred Seventy Thousand Dollars (\$270,000) from any legally available funds to pay for expenses permitted under the Grant Agreement.

SECTION 4. The sale of the Property to the L.L.C. for the consideration set forth in the 2001 Ordinance is hereby approved. Such approval is expressly conditioned upon the City entering into a redevelopment agreement with the Corporation and the L.L.C. on terms agreeable to D.P.D., subject to the approval of the Corporation Counsel.

SECTION 5. An access easement over the Easement Parcel from the City to the L.L.C. is hereby approved. This approval is expressly conditioned upon the City entering into an Agreement for Grant of Easement on terms agreeable to the Commissioner of the Department of General Services (the "Easement Agreement").

The Commissioner of the Department of General Services is authorized to negotiate and execute the Easement Agreement, subject to the approval of the Corporation Counsel.

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", "B" and "C" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description Of Property.

Legal Description:

Lots 24, 25, 26, 27 and 28 and the public alley lying south of and adjacent to Lot 27 aforesaid, in Fisher & Miller's First Addition of West Auburn, a subdivision of Block 25 in the subdivision of the southeast quarter of subdivision (by Edwin H. Sheldon, et al.) of the southeast quarter of Section 29, Township 38 North, Range 14 (except the north 99 feet thereof), East to the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

1154 -- 1158 West 79th Street; and

7843 -- 7845 South Racine Avenue Chicago, Illinois.

Permanent Index Numbers:

20-29-424-030; and

20-29-424-013.

Exhibit "B".
(To Ordinance)

Borrower:	BJ's on 79 th , Inc., an Illinois corporation, and The BJ's 79 th & Racine Venture, L.L.C., an Illinois limited liability company.
Present Address:	7820 South Indiana Avenue, Chicago, Illinois 60619.
Loan Program:	Bank Participation Loan Program (Industrial Retention and Expansion Loan).
Participating Bank:	LaSalle Bank, N.A., or another financial institution acceptable to the Commissioner.
Total Loan Amount:	\$625,000.
City Share:	\$250,000 (40%).
Bank Share:	\$375,000 (60%).
Term:	15 year term.
City's Interest Rate:	3% per annum.
Collateral:	First mortgage and assignment of rents and leases on the Property (as defined below); assignment of beneficial interest (if a land trust holds title to the Property); personal guaranty of John Meyer and Harry Meyer.
Purpose:	To provide financial assistance for the construction of an approximately 3,344 square foot restaurant and market with seating capacity for 74 patrons and parking for 24 vehicles located

at 1154 -- 1158 West 79th Street and 7843 -- 7845 South Racine Avenue in Chicago, Illinois (the "Property").

Job Creation:

Estimated 16 new, full time equivalent job opportunities, at least 51% of which will be available to low- and moderate-income persons residing in the City.

Exhibit "C".

Form Of Grant Agreement.

This grant agreement (this "Agreement") is made and entered into as of _____, 2003 (the "Closing Date") by and among the City of Chicago, an Illinois municipal corporation (the "City"), by and through its Department of Planning and Development ("D.P.D."); BJ's on 79th, Inc., an Illinois corporation (the "Company"); and The BJ's 79th & Racine Venture, L.L.C., an Illinois limited liability company (the "L.L.C." and together with the Company, the "Grantee"). The City and the Grantee are sometimes referred to in this Agreement as the "Parties".

Recitals.

A. The City Council of the City, by ordinance adopted on _____, 2003 (the "Ordinance"), authorized the Commissioner of D.P.D. (the "Commissioner") to negotiate and enter into an agreement for a grant of Two Hundred Seventy Thousand Dollars (\$270,000) from Corporate funds to the Grantee as more fully described herein (the "Grant"). The funds being made available to the Grantee for the Grant have been appropriated to D.P.D. in the Ordinance from Fund Number _____ and are currently available.

B. The City has conveyed to Grantee real estate commonly known as 1154 -- 1158 West 79th Street and 7843 -- 7845 South Racine Avenue in Chicago, Illinois (the "Property" as more fully described in (Sub)Exhibit D hereof).

C. The making of the Grant described herein will be of benefit to the Grantee and the City in that it will promote essential economic development and job creation in the City.

D. The City desires to make and the Grantee desires to receive the Grant in accordance with this Agreement.

Now, Therefore, In consideration of the mutual obligations and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Grantee agree as follows:

Article I.

The Grant.

1.01 The Grant.

The City hereby agrees, subject to the terms and conditions of this Agreement, to make the Grant to the Grantee in the sum of Two Hundred Seventy Thousand Dollars (\$270,000). The Grant funds shall be used only to pay for or reimburse the Grantee for the Hard Construction Costs of the Project (as identified in (Sub)Exhibit A hereto).

a. The Grantee is solely responsible for any fees, costs and expenses in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses.

b. The source of funds for disbursements under this Agreement is Fund Number _____.

c. The Grantee hereby acknowledges and agrees that the City's obligations hereunder are subject on every respect to the availability of the funds in Fund Number _____. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of Grant funds, then the City will notify Grantee in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted. Upon termination of this Agreement pursuant to this Section 1.01(c), Grantee shall be entitled to receive such portions of the Grant necessary to pay for previously incurred eligible costs authorized to be paid from Grant proceeds under Section 1.02(d).

1.02 Conditions Of Grant.

As a condition of the City making the Grant, the Grantee represents, warrants and

covenants, as of the date of this Agreement that:

a. **The Project.** The Grantee shall commence construction no later than ten (10) days after the Closing Date of a three thousand three hundred forty-four (3,344) square foot restaurant and market with seating capacity for seventy-four (74) patrons and parking for twenty-four (24) vehicles on the Property (the "Project"). The Grantee shall complete construction and start operating the Project no later than twelve (12) months after the Closing Date. The L.L.C. shall own the Property and shall lease the Property to the Company for fifteen (15) years. The Company shall continue to operate a restaurant on the Property for fifteen (15) years.

b. **Permitted Delays.** The Grantee shall not be considered in breach of its obligations with respect to the commencement or completion of construction of the Project in the event of a delay in the performance of such obligations due to unforeseeable causes beyond the Grantee's control and without the Grantee's fault or negligence, including but not limited to, delays or halts in construction of the Project which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay if the Grantee requests it in writing of the City within twenty (20) days after the beginning of any such delay.

c. **Project Budget.** The Grantee has furnished to D.P.D., and D.P.D. has approved, a Project Budget set forth in (Sub)Exhibit A hereto, showing total costs for the Project in an amount not less than One Million Three Hundred Twenty-seven Thousand Four Hundred Twenty-four Dollars (\$1,327,424). The Grantee hereby certifies to the City that, to the best of its knowledge and belief, (a) the Grant, together with Lender Financing and Equity described in (Sub)Exhibit A hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects.

d. **Grant Disbursement.** The City and the Grantee hereby agree to enter into an Escrow Agreement with a mutually acceptable title company (the "Title Company") to disburse Grant Funds and other financing for the Project. All disbursements of Grant funds shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The Grantee shall provide to D.P.D. copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement.

(i) **Disbursement Of Equity.** The Grant shall not be disbursed until all the Equity has been disbursed for Project costs authorized in the Project Budget set forth in (Sub)Exhibit A.

(ii) Pro Rata Disbursement Of Lender Financing And Grant. Insofar as the type and timing of the expenditures permit, with respect to the disbursement of Lender Financing and Grant funds, the proportion of the aggregate amount of funds disbursed from Lender Financing to the aggregate amount of funds disbursed from the Grant, shall not be less than one (1) to one (1) for the Hard Construction Costs of the Project until ninety percent (90%) of the Grant is disbursed. The City shall disburse the remaining ten percent (10%) of the Grant upon approval by the City of the final request for disbursement, which shall contain in addition to the certifications and requirements set forth below, a certificate of substantial completion signed by the Grantee's architect overseeing the Project.

Delivery by the Grantee to D.P.D. of any request for disbursement of Grant funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(i) the total amount of the disbursement request represents the actual cost of the Acquisition or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(ii) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(iii) the Grantee has approved all work and materials for the current disbursement request, and such work and materials conform to the Project's plans and specifications;

(iv) the representations and warranties contained in this Agreement are true and correct and the Grantee is in compliance with all covenants contained herein;

(v) the Grantee has not received notice or has knowledge of any liens or claim of lien filed or threatened against the Property except for liens approved by the City prior to execution of this Agreement;

(vi) no Repayment Event or condition or event which, with the giving of notice or passage of time or both, would constitute a Repayment Event exists or has occurred; and

(vii) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the Available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (A) the undisbursed Grant funds; (B) the undisbursed Lender Financing, if any; (C) the undisbursed Equity; and (D) any other amounts

deposited by the Grantee pursuant to this Agreement. The Grantee hereby agrees that, if the Project is not In Balance, the Grantee shall, within ten (10) days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the Grant funds shall be made.

The City shall have the right, in its discretion, to require the Grantee to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Grantee. In addition, the Grantee shall have satisfied all other preconditions of disbursement of Grant funds for each disbursement, including but not limited to requirements set forth in this Agreement and/or the Escrow Agreement.

e. Number Of Jobs/Employees. The Grantee shall continuously maintain at the Project, no later than two (2) years after the completion of construction of the Project and throughout the term of this Agreement, sixteen (16) permanent full-time jobs and employees, which is in fulfillment of the requirements of that certain Compliance and Monitoring Agreement between the City and Grantee executed as of the Closing Date in connection with the Project.

Throughout the term of this Agreement and as of the date hereof, the Grantee shall provide to the City on a semiannual basis a record of the number of jobs and employees employed at the Grantee's facilities in the City, in substantially the same form as (Sub)Exhibit B attached hereto. Such reports shall be prepared and submitted for each six (6) month period during which this Agreement is in effect (commencing with the period ending December 31, 2004) and shall be made available to the City no later than thirty (30) days following the end of each period.

f. Corporate Transactions. Neither the Company nor the L.L.C. shall be a party to any merger, consolidation or liquidation unless the Company or the L.L.C. and the surviving entity of such merger, consolidation or liquidation certify to the City that the Company or the L.L.C., as applicable or the surviving corporation will assume the obligations of the Grantee under this Agreement, including but not limited to the obligation to continue to comply with all of the provisions of this Section 1.02.

g. Sale Of Corporate Assets. The Grantee shall not agree to sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets, unless the Grantee and the purchaser of such assets certify to the City that the Grantee or the purchaser of assets will assume the obligations of the Grantee under this

Agreement, including but not limited to the obligation to continue to comply with all of the provisions of this Section 1.02.

h. General.

(i) the Company is an Illinois corporation duly organized, validly existing, qualified to do business in the City of Chicago and the State of Illinois, and licensed to do business in every other state where, due to the nature of its activities or properties, and to the best of the Company's knowledge as of the date hereof, such qualification or license is required; the L.L.C. is an Illinois limited liability company duly organized, validly existing, qualified to do business in the City of Chicago and the State of Illinois, and licensed to do business in every other state where, due to the nature of its activities or properties, and to the best of the L.L.C.'s knowledge as of the date hereof, such qualification or license is required;

(ii) the Grantee has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(iii) the execution, delivery and performance by the Grantee of this Agreement and any other documents related to the Grant have been duly authorized by all necessary corporate action and will not violate the Grantee's articles of incorporation, bylaws, operating agreement, or articles of organization, as applicable, as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Grantee is now a party or by which the Grantee is now or may become bound;

(iv) the Grantee is now and through the term of this Agreement shall remain solvent and able to pay its debts as they mature;

(v) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Grantee that would impair its ability to perform under this Agreement;

(vi) the Grantee has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to complete the Project; and shall secure at the time required by law and shall thereafter maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business;

(vii) the Grantee is not and shall not be in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Grantee is a party or by which the Grantee is bound;

(viii) the Grantee will immediately notify the City of the occurrence of any event or action that may materially affect the Grantee's ability to carry on its operations or perform any of its obligations under this Agreement or any other document affecting or relating to the Grant.

i. Good Standing With The City. The Grantee and the principals thereof are now and shall at all times be in good standing with the City in all matters, including but not limited to any other loan or contract agreement between the City and the Grantee, any fees, fines, assessments, water bills, property taxes, sales taxes, employer-expense taxes and/or parking tickets.

j. Governmental Approvals. The Grantee has obtained and through the end of the term of this Agreement shall continue to possess all federal, state and local governmental approvals, consents, authorizations and reviews required by law to be obtained for the completion of the Project. The Grantee shall secure at such times as required by law and thereafter shall maintain through the end of the term of this Agreement all federal, state and local governmental approvals, consents, authorizations and reviews required by law to be obtained for the operation of its business.

k. Applicable Laws. The Grantee shall adhere to all federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders in effect now and hereafter throughout the term of this Agreement.

l. Grantee's Obligations Unconditional. The Grantee's obligation to perform under this Agreement is absolute and unconditional without defense, including without limitation, any acts or circumstances that may constitute failure of consideration, or any failure of the City to perform and observe any terms of this Agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, with the exception of Section 1.01 hereof and the City's declaration that it will not fully fund its participation in the Lender Financing due to insufficient appropriation under Section 27 of that Certain Master Participation and Servicing Agreement between the City and LaSalle Bank, N.A. executed as of _____, 2003, it being the intention of the Parties hereto that the Grantee's performance required hereunder shall be absolute and unconditional.

m. Opinion Of The Grantee's Counsel. Concurrently with the execution of this Agreement, the Grantee shall furnish the City with an opinion of counsel, substantially in the form attached hereto as (Sub)Exhibit C, with such changes as required by or acceptable to Corporation Counsel.

n. Lease. Concurrently with the execution of this Agreement, the Grantee shall furnish the City with an executed copy of the lease between the Company and the L.L.C. in connection with the Property for a minimum term of fifteen (15) years.

1.03 Term.

The term of this Agreement shall commence on the Closing Date and shall expire on the fifteenth (15th) anniversary of the Closing Date or termination of this Agreement according to its terms, whichever occurs first (the "Term").

Article 2.

Repayment Of The Grant.

2.01 Repayment Events.

The Grant shall be repayable in the event that a "Repayment Event" as defined herein occurs. A "Repayment Event" shall mean the Grantee's failure to complete the Project or comply with any provision of Section 1.02 hereof.

2.02 Amount Of Repayment.

a. If a Repayment Event occurs before December 31, 2004, the Grantee shall repay to the City the full amount of the Grant.

b. Commencing on December 31, 2004, the Recipient's obligation to repay the Grant shall be reduced each month by one-one hundred twentieth (1/120th) of the Grant amount. If a Repayment Event occurs on or after December 31, 2004, the Grantee shall repay to the City the amount of the Grant then subject to repayment.

2.03 Remedies Following Repayment Event.

Upon the occurrence and during the continuance of any Repayment Event, the

City shall have the following rights and remedies in addition to any other remedies herein or provided by law.

a. The City may, without notice to or demand of the Grantee, declare the entire balance of the principal of and accrued interest on the Grant to be due and payable immediately, and upon any such declaration, the Grant shall be immediately due and payable and all of the proceeds thereof paid to the City.

b. The City, personally or by its attorney, may in its discretion, proceed to protect and enforce its rights by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in this Agreement or any other document relating to the Grant, or for the enforcement of any other appropriate legal or equitable remedy.

2.04 Remedies Cumulative.

No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

2.05 Delay Or Omission Not A Waiver.

No delay or omission of the City to exercise any right or power accruing upon any Repayment Event shall impair any such right or power, or shall be construed to be a waiver of any such Repayment Event or an acquiescence therein; and every power and remedy given by this Agreement to the City may be exercised from time to time and as often as may be deemed expedient by the City.

2.06 Agreement Subject To Provisions Of Law.

All rights, remedies and powers provided by this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law applicable to either the City or the Grantee, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable under the provisions of any applicable law.

2.07 Curative Period.

In the event the Grantee shall fail to perform a covenant which the Grantee is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, a Repayment Event shall not be deemed to have occurred unless the Grantee shall have failed to perform such covenant within fifteen (15) business days of its receipt of a written notice from the City specifying that it has failed to perform such covenant; provided, however, with respect to those events that are not capable of being cured within such fifteen days (15) business day period, the Grantee shall not be deemed to have committed a Repayment Event under this Agreement if it has commenced to cure the alleged event within such fifteen (15) business day period and thereafter diligently and continuously prosecutes the cure of such event until the same has been cured.

If the Grantee requests from the City a waiver, consent to, or modification of a Repayment Event, no such waiver, consent or modification shall be granted except pursuant to the sole discretion of the City and subject to the other terms and requirements of this Agreement, including but not limited to Sections 4.02, 4.08, and 4.09.

Article 3.

Indemnification.

The Grantee agrees to pay, indemnify and hold harmless the City, its officials, employees and agents (the "City Indemnitees") from and against any and all Losses (as defined below) ever incurred by the City Indemnitees in any Claim (as defined below) brought by reason of any such Loss, excluding, however, any Loss arising out of (a) the City's negligence or willful misconduct (unless such action by the City is taken in response to (i) any willful misconduct or negligent act or omission of the Grantee; or (ii) a breach (other than failure to repay the Grant) by the Grantee of any provision of any of this Agreement) or (b) any cause, occurrence or action not in connection with the Grant.

In the event that any Claim is brought against any of the City Indemnitees, by reason of any such Loss, the Grantee, upon notice from the City, covenants to defend such Claim on behalf of the applicable City Indemnitees. The City shall have the right to participate in the defense thereof and to employ separate counsel in any

such Claim. The fees and expenses of such counsel reasonably incurred shall be at the expense of the Grantee without regard to any authorization of such employment by the Grantee.

For purposes of this Article 3, "Loss" shall mean any expense, injury, cost, claim or other liability of any kind arising out of or in any way connected with the Grant or any document relating to the Grant. "Claims" shall mean any claim, demand, action, lien, suit, complaint, citation, notice of violation or any legal or administrative proceeding of any kind.

Article 4.

Miscellaneous.

4.01 Notices.

Unless otherwise specified, all notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or facsimile; (c) overnight courier; or (d) registered or certified, first class mail, return receipt requested:

If To The City:

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

with a copy to:

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

If To The Grantee:

BJ's on 79th, Inc.
7820 South Indiana Avenue
Chicago, Illinois 60619
Telefax: (Omitted for printing purposes)
Attention: John Meyer

The BJ's 79th & Racine Venture
7820 South Indiana Avenue
Chicago, Illinois 60619
Telefax: (Omitted for printing purposes)
Attention: John Meyer

with a copy to:

Paul R. Lieggi
Lieggi Law Offices, L.L.C.
53 West Jackson Boulevard
Chicago, Illinois 60604
Telefax: (Omitted for printing purposes)

Such addresses may be changed by notice to the other Parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

4.02 Waiver; No Waiver By Delay.

The waiver by any Party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights hereunder shall not operate as a waiver of such rights or operate to deprive such Party of or limit such rights in any way. No waiver shall be asserted against either Party unless expressly made in writing, and no express waiver made by either Party with respect to any specific default by the other Party shall be construed, considered or treated as a waiver of the rights of such waiving Party with respect to any other defaults of the other Party.

4.03 Captions.

The captions of the articles and sections of this Agreement are intended for convenience only and shall not be construed to define, limit or amplify the contents thereof.

4.04 Case.

Whenever the context shall require, the use of the singular or plural herein shall be deemed to include the plural or singular, as the case may be.

4.05 No Third Party Beneficiaries.

This Agreement shall be only for the benefit of the Grantee and no other person, party, group or organization may claim any benefit of the provisions hereof.

4.06 Time Is Of Essence.

Time is of the essence of this Agreement.

4.07 Further Assurances.

The Grantee agrees that at any time and from time to time, upon request of the City, it will execute and deliver all such further documents and perform such other acts as the City may reasonably request in order to effect the intent and purpose of this Agreement or to enable the City to comply with the terms of this Agreement, or any federal or state law or regulation.

4.08 Consents.

Wherever in this Agreement provision is made for the approval or consent of the City, or any matter is to be to the City's satisfaction, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction or the like shall be made, given or determined by the City in its sole discretion.

4.09 Entire Agreement; Amendments.

This Agreement (including the exhibits attached hereto, which are hereby wholly incorporated into this Agreement by this reference thereto) constitutes the entire agreement between the Parties hereto and supersedes and replaces completely any prior agreements between the Parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the Parties.

4.10 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Each of the Parties may sign the same counterpart or each may sign separate counterparts.

4.11 Governing Law; Consent To Forum.

This Agreement Has Been Negotiated, Executed And Delivered At And Shall Be Deemed To Have Been Made In Chicago, Illinois. This Agreement Shall Be Governed By And Construed In Accordance With The Laws Of The State Of Illinois. As Part Of The Consideration For New Value Received, And Regardless Of Any Present Or Future Domicile Or Principal Place Of Business Of The Grantee, The Grantee Hereby Consents And Agrees That The State Or Federal Courts Located In The State Of Illinois Shall Have Exclusive Jurisdiction To Hear And Determine Any Claims Or Disputes Between The Grantee And The City Pertaining To This Agreement Or Any Matter Arising Out Or Related To This Agreement. The Grantee Expressly Submits And Consents In Advance To Such Jurisdiction In Any Action Or Suit Commenced In Any Such Court, And The Grantee Hereby Wanes Any Objection Which The Grantee May Have Based On Lack Of Personal Jurisdiction, Improper Venue Or Forum Non Conveniens And Hereby Consents To The Granting Of Such Legal Or Equitable Relief As Is Deemed Appropriate By Such Court. The Grantee Hereby Waives Personal Service Of The Summons, Complaint And Other Process Issued In Any Such Action Or Suit And Agrees That Service Of Such Summons, Complaint And Other Process May Be Made By Registered Or Certified Mail Addressed To The Grantee The Address Set Forth In This Agreement, And That Service So Made Shall Be Deemed Completed Upon The Earlier Of Grantee's Actual Receipt Thereof Or Three (3) Days After Deposit In The United States Mails, Proper Postage Prepaid. Nothing In This Agreement Shall Be Deemed Or Operate To Affect The Right Of The City To Serve Legal Process In Any Other Manner Permitted By Law, Or To Preclude The Enforcement By The City Of Any Judgment Or Order Obtained In Such Forum Or The Taking Of Any Action Under This Agreement To Enforce Same In Any Other Appropriate Forum Or Jurisdiction.

4.12 Waivers By Grantee.

The Grantee Waives (i) The Right To Trial By Jury In Any Action, Suit, Proceeding Or Counterclaim Of Any Kind Arising Out Of Or Related To This Agreement; (ii) Presentment, Demand And Protest And Notice Of Presentment, Protest, Default, Non-Payment, Maturity, Release, Compromise, Settlement, Extension Or Renewal Of Any Or All Contract Rights, Documents, Instruments, Chattel Paper And Guaranties, If Any, At Any Time Held By The City On Which The Grantee May In Any Way Be Liable And Hereby Ratifies And Confirms The City's Actions With Respect Thereto; (iii) Notice Prior To Drawing Upon The L/C Or Taking Possession Or Control Of Any Other Collateral Or Any Bond Or Security That Might Be Required By Any Court Prior To Allowing The City To Exercise Any Of The City's Remedies; (iv) The Benefit Of All Valuation, Appraisement And Exemption Laws; And (v) Notice Of Acceptance Hereof. The Grantee Acknowledges That The Foregoing Waivers Are A Material Inducement To The City's Entering Into This Agreement. The Grantee Warrants And Represents That It Has Reviewed The Foregoing Waivers With Its Legal Counsel And Has Knowingly And Voluntarily Waived Its Jury Trial Rights Following Consultation With Legal Counsel. In The Event Of Litigation, This Agreement May Be Filed As A Written Consent To A Trial By The Court.

4.13 Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

In Witness Whereof, The Parties hereto have executed this Agreement as of the date above mentioned.

City of Chicago, an Illinois municipal
corporation, by and through its
Department of Planning and
Development

By: _____
Alicia Mazur Berg,
Commissioner

BJ's on 79th, Inc., an Illinois corporation

By: _____
John Meyer,
President

The BJ's 79th & Racine Venture, L.L.C.,
an Illinois limited liability company

By: BJ's on 79th, Inc., an Illinois
corporation, and its manager

By: _____
John Meyer,
President

[(Sub)Exhibit "D" referred to in this Form of Grant Agreement
With BJ's on 79th, Inc. and The BJ's 79th & Racine
Venture, L.L.C. constitutes Exhibit "A" to the
ordinance and is printed on pages
6631 through 6632 of
this *Journal*.]

(Sub) Exhibits "A", "B" and "C" referred to in this Form of Grant Agreement with
BJ's on 79th, Inc. and The BJ's 79th & Racine Venture, L.L.C. read as follows:

(Sub)Exhibit "A".

(To Form Of Grant Agreement With BJ's On 79th, Inc.
And The BJ's 79th & Racine Venture, L.L.C.)

Project Budget.

Sources		Uses	
LBNA Construction Loan	\$ 375,000*	Acquisition	\$ 1
City of Chicago	250,000*	Hard Construction Costs	989,823
LaSalle Equipment Loan (Sub.)	103,424*	Soft Costs	300,100
City of Chicago Grant	270,000	Interest Reserve	<u>37,500</u>
Davis Equity	205,000**	Total Uses:	\$1,327,424
JRG Equity	25,000**		
ARK Equity	55,000**		
BJ's Equity	<u>44,000**</u>		
Total Sources:	\$1,327,424		

* Together, the LBNA Construction Loan, City of Chicago Bank Participation Loan and LaSalle Equipment Loan are referred to in this Agreement as "Lender Financing".

** Together, the Davis Equity, JRG Equity, ARK Equity and BJ's Equity are referred to in this Agreement as "Equity".

(Sub)Exhibit "B".

Site: _____.

[illegible]

BJ's on 79th, Inc.

Dated: _____

By: _____

Its: _____

(Sub)Exhibit "C".

(To Form Of Grant Agreement With BJ's On 79th, Inc.
And The BJ's 79th & Racine Venture, L.L.C.)

Opinion Of Grantee's Counsel.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to BJ's on 79th, Inc., an Illinois corporation, and The BJ's 79th & Racine Venture, an Illinois limited liability corporation (together, the "Grantee"), in connection with a grant to the Grantee in the principal sum of Two Hundred Seventy Thousand Dollars (\$270,000) (the "Grant"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith:

(a) grant agreement (the "Agreement") of even date herewith, executed by the Grantee and the City of Chicago ("the City"); and

(b) the original or certified, conformed or photostatic copies of the Grantee's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Grantee is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Grant; and

(c) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Grantee), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. Grantee is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign corporation under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. Grantee has full right, power and authority to execute and deliver the Agreement to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Grantee's Articles of Incorporation or Bylaws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Grantee is a party or by which the Grantee or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not (i) constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Grantee is a party or by which it or any of its property may be bound, or (ii) result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing.

3. The execution and delivery of the Agreement and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Grantee.

4. The Agreement to which the Grantee is a party has been duly executed and delivered by a duly authorized officer of the Grantee, and constitutes the legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. To the best of our knowledge after diligent inquiry, (i) no judgments are outstanding against the Grantee, and (ii) there is not now pending or threatened, any litigation, contested claim or governmental proceeding by or against the

Grantee or affecting the Grantee or its property which, in the case of any individual judgment, or in the Grantee's evaluation of individual claims, exceed Five Hundred Thousand Dollars (\$500,000), or seeking to restrain or enjoin the performance by the Grantee of the Agreement or the transactions contemplated therein, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Grantee is not (a) in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or (b) in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, which default would have a material adverse effect on the Grantee or its business.

6. To the best of our knowledge after diligent inquiry, there is no default by the Grantee or any other party under any material contract, lease, agreement, instrument or commitment to which the Grantee is a party or by which the Grantee or its properties is bound.

7. To the best of our knowledge after diligent inquiry, all of the assets of the Grantee are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically approved by the City.

8. The execution, delivery and performance of the Agreement by the Grantee has not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

9. To the best of our knowledge after diligent inquiry, the Grantee owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the completion of the Project.

10. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Agreement and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Grantee's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

AUTHORIZATION FOR DESIGNATION OF NORTH PULLMAN
AS REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the designation of North Pullman 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

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 and approve redevelopment plans, subject to the approval of the City Council of the City of Chicago ("City Council"); and

WHEREAS, By Resolution Number 03-CDC-40 adopted on June 10, 2003, the Commission approved the designation of the North Pullman Redevelopment Area pursuant to the Designation Report attached hereto as Exhibit A; and

WHEREAS, The boundaries of the North Pullman Redevelopment Area are set forth on Exhibit A; and

WHEREAS, The City Council has studied the eligibility of the North Pullman Redevelopment Area and desires to evidence its approval of the designation; 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 designation of the North Pullman Redevelopment Area is hereby approved.

SECTION 3. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

*North Pullman Redevelopment
Area Designation Report.*

City Of Chicago

Department Of Planning And Development

June 10, 2003.

I.

Introduction.

The North Pullman Redevelopment Area includes property bounded on the north by East 103rd Street between South Cottage Grove Avenue and South Maryland Avenue, and on the west by South Cottage Grove Avenue between East 103rd Street and East 108th Street. The boundaries are formed by the following route: east on East 103rd Street to South Corliss Avenue; then south along South Corliss Avenue to East 104th Street; then east along East 104th Street to South Maryland Avenue; then south on South Maryland Avenue to East 106th Street; then west on East 106th Street to South Langley Avenue; then south on South Langley Avenue to East 108th Street; then west on East 108th Street to South Cottage Grove Avenue; then north on South Cottage Grove Avenue to East 106th Street; then east on East 106th Street to South Langley Avenue; then north on South Langley Avenue to East 105th Place; then west on East 105th Place to South Cottage Grove Avenue; then north on South Cottage Grove Avenue to East 104th Place; then east to the westernmost north/south alley between East 104th Place and East 105th Street; then south to the east/west alley between East 104th Place and East 105th Street; then west along the alley to the easternmost north/south alley between East 104th Place and East 105th Street; then north to the east/west alley between East 103rd Place and East 104th Street; then west along the east/west alley to the westernmost north/south alley between East 103rd Place and East 104th Street; then north to East 103rd Place; then west along East 103rd Place to South Cottage Grove Avenue; then north along South

Cottage Grove Avenue to the point of origin at East 103rd Street as a result of continued vacancies and deteriorating conditions in this area, designation of the North Pullman Redevelopment Area is warranted in order to stimulate private investment and eliminate blighting conditions.

The Redevelopment Area (Project Area) is approximately fifty-seven and one-tenth (57.1) acres in size and is situated approximately twelve (12) miles south and one (1) mile east of Chicago's Central Business District (see (Sub)Exhibit 1, Location Map). The exact boundaries of the North Pullman Redevelopment Area are described in the attached legal description and are shown in (Sub)Exhibit 2, Boundary Map.

This designation report is based on data collected in a field survey of the conditions in the North Pullman Redevelopment Area conducted during March, 2003. The analysis contained in this report concludes that the area meets the necessary designation requirements.

II.

Existing Land Uses And Buildings.

The Project Area contains approximately fifty-seven and one-tenth (57.1) acres; the net land area, minus streets and alleys, is thirty-three and seven-tenths (33.7) acres. As noted below in Table 1, residential land and buildings are the most common land-use classification within the redevelopment area, accounting for approximately twenty-five and two-tenths (25.2) acres, or seventy-four and seven-tenths percent (74.7%) of the net land area. The second most common land-use classification is vacant land and buildings, accounting for approximately six and five-tenths (6.5) acres, or nineteen and two-tenths percent (19.2%) of the net land area. Commercial uses account for approximately one and one-tenth (1.1) acres or three and one-tenth percent (3.1%) of the net land area. About zero and seven-tenths (0.7) acres are used for institutional and public purposes. The remainder of the land-use pattern is comprised of zero and three-tenths (0.3) acres of mixed-use buildings that contain residential uses in combination with commercial or institutional use, which accounts for approximately zero and eight-tenths percent (0.8%) of the net land area. The distribution of land uses is depicted on (Sub)Exhibit 3, Existing Land-Use Map.

Table 1.
North Pullman Redevelopment
Area Existing Land Uses.

	Acres	Percent (%) Of Gross Area
Gross Area	57.1	100.0
Streets/Alleys	23.4	41.0
Net Area	33.7	59.0
Land-Use	Acres	Percent (%) Of Net Area
Net Area	33.7	100.0
Residential	25.2	74.7
Mixed-Use (Res./Com./Inst.)	0.3	0.8
Commercial	1.1	3.1
Institutional/Public	0.7	2.0
Industrial	0.0	0.0
Vacant (Land and Buildings)	6.5	19.2

Note: Acreage was estimated from the field survey and tax maps. Percentages and acreage are rounded to the nearest tenth.

Source: Camiros, Ltd.

Of the four hundred eighty-seven (487) buildings within the Redevelopment Area, approximately eighty-six and seven-tenths percent (86.7%) (four hundred twenty-two (422) buildings) are residential buildings. There are fifty-five (55) vacant buildings within the area. Non-residential buildings within the area include five (5) commercial buildings and two (2) institutional/public buildings. Table 2 shows the distribution of existing buildings by use.

Table 2.

North Pullman Redevelopment Area
Uses Of Existing Buildings.

	Number	Percent (%)
Total Buildings	487	100.0
Use Of Buildings		
Residential/Commercial	2	0.4
Residential/Institutional	1	0.2
Residential	422	86.7
Commercial	5	1.0
Institutional/Public	2	0.4
Industrial	0	0.0
Vacant	55	11.3

Note: Percentages are rounded to the nearest tenth of a percent.

Source: Camiros, Ltd.

III.

Area And Building Conditions.

Within the Project Area, five hundred fifty-four (554) parcels and four hundred eighty-seven (487) buildings were identified during the site survey. It was found that more than fifty-one and three-tenths percent (51.3%) of the Project Area is comprised of either deteriorating, dilapidated or vacant properties. The following blighting conditions were identified in the area:

Age.

Of the four hundred eighty-seven (487) buildings in the Project Area, only twenty-one (21) are less than thirty-five (35) years old. Among the newer buildings, the largest group is seven (7) single-family residences on South Cottage Grove Avenue between East 106th Street and East 107th Street. The other four hundred sixty-six (466) buildings in the Project Area were built prior to 1967. While there has been some recent infill development and rehabilitation to certain buildings and properties within the area, many of the buildings are suffering from lack of maintenance in addition to age. As the older buildings in "deteriorating" condition continue to experience deferred maintenance, they will fall into "dilapidated" condition and intensify the blighted condition of the area.

Deterioration.

Table 3 and Table 4 indicate the condition of buildings and land within the Redevelopment Area. Two hundred five (205) buildings were identified as being in "deteriorating" condition and twenty-eight (28) were identified as being in "dilapidated" condition (see (Sub)Exhibit 4, Building Condition Definitions). In particular, seventeen (17) of the twenty-eight (28) buildings classified as "dilapidated" were vacant. As stated above, buildings in "deteriorating" condition that do not undergo renovation or improvement in physical maintenance will fall into "dilapidated" condition. As a result, the blighted condition of the area will be heightened.

Table 3.

North Pullman Redevelopment Area
Existing Building Conditions.

	Number	Percent (%)
Total Buildings	487	100.0
Condition Rating		
Sound	19	3.9
Fair	235	48.3
Deteriorating	205	42.1
Dilapidated	28	5.7

Note: Percentages are rounded to the nearest tenth of a percent.

Source: Camiros, Ltd.

Table 4.

North Pullman Redevelopment Area
Summary Of Conditions.

	Number Of Parcels	Number Of Buildings	Acres	Percent (%) Of Net Area
Net Area	554	487	33.7	100.0

	Number Of Parcels	Number Of Buildings	Acres	Percent (%) Of Net Area
Occupied Property				
Occupied Land/ Buildings				
Sound	30	30	2.4	7.2
Fair	242	233	14.0	41.5
Deteriorating	210	181	10.0	29.8
Dilapidated	28	11	0.8	2.3
Vacant Property				
Vacant Land/ Buildings	44	55	6.5	19.2
Total Deteriorating or Vacant Properties	282	247	17.3	51.3

Note: Percentages and acreage are rounded to the nearest tenth.

Source: Camiros, Ltd.

Inadequate Or Ineffective Use.

Table 4 indicates that six and five-tenths (6.5) acres within the Project Area are vacant. Of the six and five-tenths (6.5) acres of vacant property, three and three-tenths (3.3) acres are unimproved. This unimproved property (nine and seven-tenths percent (9.7%) of the net land area) demonstrates ineffective use of land within the Redevelopment Area. In addition, many of the "deteriorated" occupied properties are underutilized, with property improvements that are insignificant for the size of the parcel. Land which is used for illegal or inappropriate outdoor storage of vehicles, equipment, or other materials, has a detrimental impact on adjacent properties and contributes to the overall blighted conditions within the Redevelopment Area.

Failure To Generate A Proper Share Of Tax Revenues, Housing Opportunities Or Employment Commensurate With The Capacity Of The Area.

The substantial number of deteriorating and vacant properties represents a drag on the property values in the entire area. Especially in view of the values found in the historic Pullman neighborhood to the south, the Project Area is not generating a proper share of tax revenues that is commensurate with its historic status.

The vacant property in the Redevelopment Area, while currently a blighting influence, also presents an opportunity for commercial, residential and other development. Such development would greatly expand commercial uses and/or the housing stock, creating an increase in tax revenues and employment opportunities for area residents.

IV.

Feasibility Of Redevelopment.

Eligibility.

As apparent from the analysis performed, the North Pullman Redevelopment Area qualifies as a "Redevelopment Area", as defined by Chapter 2-124-010 of the Municipal Code of Chicago. The area qualifies as ". . . a slum, blighted, deteriorated or deteriorating area . . . where buildings, improvements or vacant lots are detrimental to the public safety, health, morals, welfare or economic stability . . ." through the presence of the following factors: age, deterioration, deleterious land- use or layout, inadequate or ineffective use, and failure to generate a proper share of tax revenues, housing opportunities or employment commensurate with the capacity of the area. The key findings from this analysis include the following:

- Age -- Four hundred sixty-six (466) of the buildings (ninety-five and seven-tenths percent (95.7%)) within the Redevelopment Area are at least thirty-five (35) years old;
- Deterioration -- Approximately forty-seven and eight-tenths percent (47.8%) of the buildings within the Project Area are in "deteriorating" or "dilapidated" condition;

- Inadequate Or Ineffective Use -- Vacant land and vacant buildings (nineteen and two-tenths percent (19.2%) of the net land area) have a detrimental impact on the Project Area; and
- Failure To Generate A Proper Share Of Tax Revenues, Housing Opportunities Or Employment Commensurate With The Capacity Of The Area -- The percentage of vacant parcels shows an underutilization of land that, after development as commercial, residential or other non-vacant use, would generate tax revenues, as well as housing and employment opportunities.

Financing.

Redevelopment of the North Pullman Redevelopment Area is expected to be financed through a combination of public and private investments.

Marketability Of The Land.

It is anticipated that the vacant land and vacant buildings in the Project Area will be marketed primarily for commercial and residential. Large areas of vacant land and/or vacant buildings should be marketed for a single project, whereas, small vacant parcels located adjacent to existing viable businesses should be developed through the expansion of such businesses, and vacant parcels located within residential neighborhoods should be marketed for compatible residential uses. This type of development will maintain and support the present viable uses within the Redevelopment Area.

V.

Legal Description.

North Pullman Redevelopment Area.

Beginning at the intersection of the westerly line of South Cottage Grove Avenue with the centerline of East 103rd Street; thence east along the said centerline of East 103rd Street to its intersection with the centerline of South Corliss Avenue; thence south along the said centerline of South Corliss Avenue to its intersection with the centerline of East 104th Street; thence east along the said centerline of East 104th Street to its intersection with the centerline of South Maryland Street; thence south

along the said centerline of South Maryland Street to its intersection with the centerline of East 106th Street; thence west along the said centerline of East 106th Street to its intersection with the centerline of South Langley Avenue; thence south along the said centerline of South Langley Avenue to its intersection with the centerline of East 108th Street; thence west along the said centerline of East 108th Street to its intersection with the aforesaid westerly line of South Cottage Grove Avenue; thence northeasterly along the said westerly line of South Cottage Grove Avenue to its intersection with the north line of East 106th Street; thence east along the said north line of East 106th Street to its intersection with the centerline of aforesaid South Langley Avenue; thence north along the said centerline of South Langley Avenue to its intersection with the centerline of East 105th Place; thence west along the said centerline of East 105th Place to its intersection with the aforesaid westerly line of South Cottage Grove Avenue; thence northeasterly along the said westerly line of South Cottage Grove Avenue to its intersection with the centerline of East 104th Place; thence east along the said centerline of East 104th Place to its intersection with the northerly extended centerline of a 16.00 foot north/south alley, said alley lying westerly adjacent to Lot 43 in Block 2 in Chicago Title and Trust Company's Addition to Pullman, a subdivision of part of the northeast quarter of Section 15, Township 37 North, Range 14 East of the Third Principal Meridian, recorded October 25, 1909 as Document 4458994; thence southwesterly along the said centerline of alley to its intersection with the centerline of a 16.00 foot wide east/west alley lying southerly adjacent to Lots 43 through 62 in Block 2 in said Chicago Title and Trust Company's Addition to Pullman; thence east along the said centerline of the east/west alley to its intersection with the southerly extended centerline of a 16.00 foot wide, north/south alley lying easterly adjacent to Lot 62 in Block 2 in said Chicago Title and Trust Company's Addition to Pullman; thence north along said extended centerline and centerline of north/south alley and its extension to a point on the aforesaid centerline of East 104th Place, being also the point of intersection of the said centerline of East 104th Place with the southerly extension of a 16.00 foot wide north/south alley lying easterly adjacent to Lots 11 and 57 in Block 1 in said Chicago Title and Trust Company's Addition to Pullman; thence north along the said southerly extended centerline, centerline and northerly extended centerline of said north/south alley to a point on the centerline of aforesaid East 104th Street, being also the point of intersection of the said centerline of East 104th Street with the southerly extension of a 16.00 foot wide, north/south alley lying easterly adjacent to Lot 11 in Block 2 in Edward G. Uilein's Subdivision of the north half of the northeast quarter of the northeast quarter lying east of the right-of-way of the Illinois Central Railroad in said Section 15, recorded November 17, 1909 as Document Number 4470419; thence continuing north along the said southerly extended centerline and centerline of said north/south alley to its intersection with the easterly extended centerline of a 16.00 foot wide, east/west alley lying northerly adjacent to Lots 11 through 27 in said Block 2 of Edward G. Uilein's Subdivision; thence west along said alley extended centerline, centerline and its extension to its intersection with the centerline of a 16.00 foot wide northerly/southerly alley lying westerly adjacent to Lot 38 in said Block 2 of Edward G. Uilein's Subdivision; thence northerly along the

said centerline of the northerly/southerly alley and its extension to its intersection with the centerline of East 103rd Place; thence west along the said centerline of East 103rd Place to its intersection with the aforesaid westerly line of South Cottage Grove Avenue; thence northerly along the said westerly line of South Cottage Grove Avenue to the point of beginning; all in the northeast quarter of Section 15 and the northwest quarter of Section 14, Township 37 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois.

[(Sub)Exhibits 1, 2 and 3 referred to in this North Pullman
Redevelopment Area Designation Report printed on
pages 6667 through 6669 of
this *Journal*.]

(Sub)Exhibit 4 referred to in this North Pullman Redevelopment Area Designation Report reads as follows:

(Sub)Exhibit 4.
(To North Pullman Redevelopment
Area Designation Report)

Building Condition Definitions.

Sound:	No structural, code or mechanical problems noted and ongoing maintenance is evident.
Fair:	Deferred maintenance evident, non-structural items that need repair. Examples include minor tuckpointing, painting, window repairs, porch repairs, et cetera.
Deteriorating:	One of the more structural or mechanical systems in need of repair and/or long-term deferred maintenance resulting in the failure of such systems. Examples include structural cracks, missing or boarded windows, missing grout from failure to tuckpoint, deflection of masonry walls, parapets, et cetera.
Dilapidated:	Major damage to the structural and/or mechanical systems to the point where clearance is warranted (i.e., severe structural cracks, missing roofs, open and abandoned, et cetera).

(Sub)Exhibit 1.
(To North Pullman Redevelopment
Area Designation Report)

Location Map.

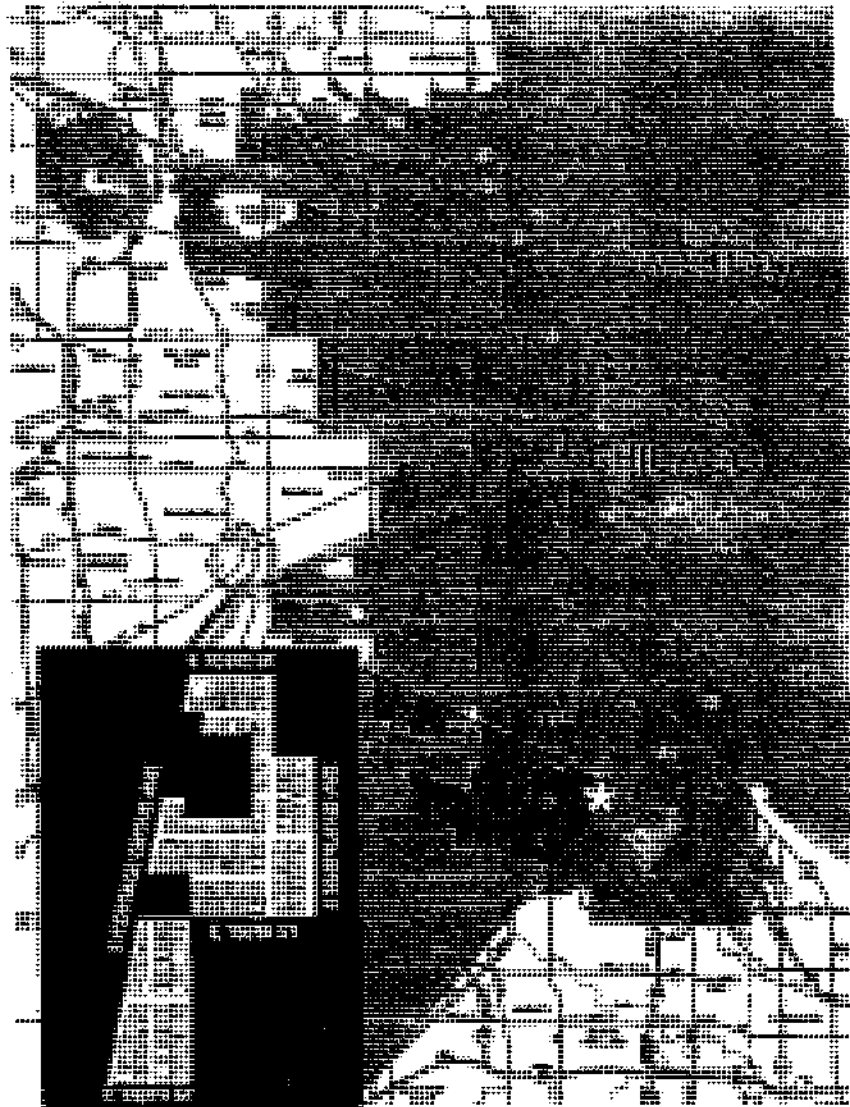


EXHIBIT 1

LOCATION MAP

NOT TO SCALE



**NORTH PULLMAN REDEVELOPMENT AREA DESIGNATION
REDEVELOPMENT PLAN**

**CAMIROS
JUNE 10, 2003**

APPROVAL OF REDEVELOPMENT PLAN FOR NORTH
PULLMAN REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of the North Pullman Redevelopment Plan, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

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 and approve redevelopment plans, subject to the approval of the City Council of the City of Chicago ("City Council"); and

WHEREAS, The City Council has heretofore approved the designation of the North Pullman Redevelopment Area as recommended by the Commission; and

WHEREAS, By Resolution Number 03-CDC-41 adopted on June 10, 2003, the Commission approved the Redevelopment Plan dated June 10, 2003, for the North Pullman Redevelopment Area, which includes a narrative description of the plan, a location map, a boundary map, a legal description, a land-use map and an acquisition map; and

WHEREAS, The City Council has reviewed the redevelopment plan and the recommendations of the Department of Planning and Development and finds that the redevelopment plan complies with contemporary principles of urban planning and the general recommendations of the Chicago Plan Commission; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The North Pullman Redevelopment Plan dated June 10, 2003, attached hereto as Exhibit A, is hereby approved.

SECTION 3. The Corporation Counsel is authorized to negotiate for the purchase of property set forth on the acquisition map and the acquisition list contained in the plan. If the Corporation Counsel and the owner are able to agree on the purchase price, the Corporation Counsel is authorized to purchase the parcels on behalf of the City for the agreed price, or if the owner is incapable of consenting to the sale, or if the owner cannot be located, then the Corporation Counsel may institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the parcels under the City's power of eminent domain.

SECTION 4. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".
(To Ordinance)*

North Pullman Redevelopment Plan.

City Of Chicago

Department Of Planning And Development

June 10, 2003.

Introduction.

The area proposed for redevelopment designation consists mainly of residential, commercial and institutional uses. The Project Area is approximately fifty-seven and one-tenth (57.1) acres in size and is situated approximately twelve (12) miles south and one (1) mile east of Chicago's Central Business District (see (Sub)Exhibit 1, Location Map). The boundaries of the Redevelopment Area are described in the legal description, provided in (Sub)Exhibit 3, Legal Description, and are shown in (Sub)Exhibit 2, Boundary Map.

Chapter 2-124-010(d) of the Municipal Code of Chicago defines a "Redevelopment Area" as "... a slum, blighted, deteriorated or deteriorating area in the aggregate of not less than two (2) acres located within the territorial limits of the city where buildings, improvements or vacant lots are detrimental to the public safety, health, morals, welfare or economic stability because of age, dilapidation, obsolescence, overcrowding, lack of light, ventilation or adequate sanitary facilities, inadequate utilities, excessive land coverage, deleterious land-use or layout, inadequate or ineffective use, or failure to generate a proper share of tax revenues, housing opportunities or employment commensurate with the capacity of the area, or any combination of such factors."

This redevelopment report is based on data collected in a field survey, conducted on behalf of the City of Chicago Department of Planning and Development in March, 2003, to evaluate the conditions within the designated area of the North Pullman Redevelopment Area. Additional information was provided by the City of Chicago and Cook County. The analysis contained in this report concludes that the North Pullman area qualifies as a "Redevelopment Area", according to the criteria set forth in Chapter 15.1 of the Municipal Code of Chicago.

Description Of Project Area.

The North Pullman Redevelopment Area (the "Redevelopment Area") is approximately fifty-seven and one-tenth (57.1) acres in size and is situated approximately twelve (12) miles south and one (1) mile east of Chicago's Central Business District (see (Sub)Exhibit 1, Location Map). The designation area includes property bounded on the north by East 103rd Street, between South Cottage Grove Avenue and South Maryland Avenue, and on the west by South Cottage Grove Avenue, between East 103rd Street and East 108th Street. The boundaries are formed by the following route: east on East 103rd Street to South Corliss Avenue; then south along South Corliss Avenue to East 104th Street; then east along East 104th Street to South Maryland Avenue; then south on South Maryland Avenue to East 106th Street; then west on East 106th Street to South Langley Avenue; then south on South Langley Avenue to East 108th Street; then west on East 108th Street to South Cottage Grove Avenue; then north on South Cottage Grove Avenue to East 106th Street; then east on East 106th Street to South Langley Avenue; then north on South Langley Avenue to East 105th Place; then west on East 105th Place to South Cottage Grove Avenue; then north on South Cottage Grove Avenue to East 104th Place; then east to the westernmost north/south alley between East 104th Place and East 105th Street; then south to the east/west alley between East 104th Place and East 105th Street; then west along the alley to the easternmost north/south alley between East 104th Place and East 105th Street; then north to the east/west alley between East 103rd Place and East 104th Street; then west along the east/west alley to the westernmost north/south alley between East 103rd Place and East 104th Street; then north to East 103rd Place; then west along East 103rd Place to South Cottage Grove Avenue; then north along South Cottage Grove Avenue to the point of origin at East 103rd Street. The boundaries of the Redevelopment Area are shown in (Sub)Exhibit 2, Boundary Map, and are described in (Sub)Exhibit 3, Legal Description.

Redevelopment Plan Objectives.

The objectives of this Redevelopment Plan are:

1. To revitalize the residential neighborhood within the Redevelopment Area through the rehabilitation of historic and older buildings.
2. To promote infill residential development on vacant property that is sympathetic to the historic character of the area.
3. To revitalize viable commercial areas along East 103rd Street, east of South Cottage Grove Avenue.

4. To promote redevelopment activities with minimal displacement by focusing on the redevelopment of vacant land and buildings.
5. To remove obsolete and substandard structures which have a blighting influence on the area and, where feasible and appropriate, encourage rehabilitation of salvageable structures.
6. To assemble land for development through a combination of public and private programs.
7. To redevelop, and where appropriate and feasible, conserve housing within the Redevelopment Area to support sustainable neighborhoods.

Land-Use Plan.

Permitted Land Uses.

Residential use and three (3) categories of mixed land-use shall be permitted within the North Pullman Redevelopment Area, as shown in (Sub)Exhibit 4, Land-Use Plan. The emphasis on mixed-use categories seeks to allow for the retention of existing residential uses while providing opportunities for redevelopment. These five (5) land-use categories are, where feasible, defined below:

Residential:	Single-family detached, single-family attached and multi-family dwellings shall be permitted.
Commercial:	Offices, retail stores and service businesses shall be permitted.
Mixed-Use -- Commercial/ Residential:	Offices, retail stores and service businesses shall be permitted along with single-family detached, single-family attached and multi-family dwellings.
Mixed-Use -- Residential/ Institutional:	Single-family detached, single-family attached and multi-family dwellings shall be permitted along with public or private institutional uses and facilities.

Mixed-Use -- Commercial/
Institutional:

Offices, retail stores and service businesses shall be permitted along with public or private institutional uses and facilities.

Controls And Restrictions.

All development shall comply with the objectives set forth in this redevelopment plan, the Chicago Zoning Ordinance, the Chicago Landscape Ordinance, and all other relevant City ordinances and development guidelines.

Implementation Of The Redevelopment Plan.

Implementation of the redevelopment plan shall employ a comprehensive program of redevelopment and rehabilitation in the project area, as described under "Redevelopment Plan" in the Municipal Code of Chicago. Such actions may include, but are not limited to: acquisition of real property, relocation of occupants, demolition of dilapidated structures, site preparation, site improvements, vacation and/or dedication of streets and alleys, assemblage of land into marketable disposition parcels, disposition of land for public and private development, improvements to public infrastructure, and other related activities.

Acquisition.

1. (Sub)Exhibit 5, Acquisition Map indicates the parcels which the City of Chicago intends to acquire for redevelopment. There are a total of eighty-one (81) parcels that are either vacant structures or vacant land that are listed on the Acquisition Map. The parcels are also listed in (Sub)Exhibit 6, Acquisition List.
2. Private acquisition will be encouraged wherever possible and is generally preferable to acquisition by the City of Chicago.

Demolition.

The conditions under which property will be acquired and demolished are as follows:

1. When it has been determined, through legal and public processes, that buildings: 1) are structurally unsound; 2) constitute incompatible land

uses; 3) are overcrowded; 4) are functionally or economically obsolete; or 5) are identifiable hazards to the health, safety and welfare of the community.

2. For the purpose of land assemblage, disposition and redevelopment.

Disposition.

1. Land-Use Provisions And Controls.

The specific types of land uses to be permitted in the Redevelopment Area are shown in (Sub)Exhibit 4, Land-Use Plan. The controls imposed for each land-use category are set forth in this Redevelopment Plan.

2. Statement Of Obligations To Be Imposed On Developers.

Developers seeking City assistance will be required to execute a contract, known as a Redevelopment Agreement, which, among other things, will contain a progress schedule satisfactory to the Department of Planning and Development. Prior to the start of construction, and in accordance with the approved schedule, developers will be required to submit architectural plans to the Department for determination as to conformance with the Redevelopment Plan and other relevant City codes and ordinances, as well as demonstrate the financial and professional capability to complete their proposed project

3. Duration Of Controls.

The developers, their successors or assigns will be required, by contract, to observe the provisions of this Redevelopment Plan for a period of forty (40) years from the date of City Council approval of the original Redevelopment Plan.

Execution Of The Redevelopment Plan.

The following City Departments will be responsible for carrying out the Redevelopment Plan:

1. The Department Of Planning And Development.

This Department will have primary responsibility for the execution of the North Pullman Redevelopment Plan for the Community Development

Commission. These responsibilities include:

- a. General supervision and responsibility for execution of the plan.
- b. Review of acquisition procedures, approval of acquisition prices, and approval of all other aspects of acquisition.
- c. Negotiation with other public agencies with regard to acquisition by or from these agencies.
- d. Coordination with other City departments for property management, maintenance and relocation assistance, in accordance with City policies, and applicable state and federal regulations.
- e. Coordination with other City departments on all site clearance, site preparation and site improvements including, but not limited to, parkway landscaping and sidewalk repair.
- f. Coordination and/or installation, with other City departments, of right-of-way improvements including, but not limited to, street repairs and public utilities improvements.
- g. Supervision and approval of all disposition activities.
- h. Review and approval of all site and architectural plans submitted by redevelopers.
- i. Any duties connected with project administration. This may include coordination of legal activities, public hearings, amendments to the plan, revisions of the project budget, and any other activity relevant to the implementation of a redevelopment project.

2. Department Of Law.

The Department of Law will review all contracts entered into by the Department of Planning and Development in connection with this Redevelopment Plan.

3. Department Of Housing.

The Department of Housing will review proposals for affordable housing to be developed within the designated area and in connection with this Redevelopment Plan.

Other Provisions Necessary To Meet Requirements Of Applicable Ordinances Or Law.

The Redevelopment Plan shall not supersede any state or local ordinance including, but not limited to, the Chicago Zoning Ordinance, the Chicago Landscape Ordinance and the Building Code.

Provisions For Amending This Redevelopment Plan.

Any changes, amendments or revisions to the North Pullman Redevelopment Plan will be approved by the Community Development Commission, the Chicago Plan Commission and the City Council.

[(Sub)Exhibits 1, 2, 4, 5 and 6 referred to in this North Pullman Redevelopment Plan printed on pages 6680 through 6686 of this *Journal*.]

(Sub)Exhibit 3 referred to in this North Pullman Redevelopment Plan reads as follows:

(Sub)Exhibit 3.
(To North Pullman Redevelopment Plan)

Legal Description Of North Pullman Redevelopment Area.

Beginning at the intersection of the westerly line of South Cottage Grove Avenue with the centerline of East 103rd Street; thence east along the said centerline of East 103rd Street to its intersection with the centerline of South Corliss Avenue; thence south along the said centerline of South Corliss Avenue to its intersection with the centerline of East 104th Street; thence east along the said centerline of East 104th Street to its intersection with the centerline of South Maryland Street; thence south along the said centerline of South Maryland Street to its intersection with the centerline of East 106th Street; thence west along the said centerline of East 106th Street to its intersection with the centerline of South Langley Avenue; thence south along the said centerline of South Langley Avenue to its intersection with the centerline of East 108th Street; thence west along the said centerline of East 108th Street to its intersection with the aforesaid westerly line of South Cottage Grove Avenue; thence northeasterly along the said westerly line of South Cottage Grove

its intersection with the north line of East 106th Street; thence east along the said north line of East 106th Street to its intersection with the centerline of aforesaid South Langley Avenue; thence north along the said centerline of South Langley Avenue to its intersection with the centerline of East 105th Place; thence west along the said centerline of East 105th Place to its intersection with the aforesaid westerly line of South Cottage Grove Avenue; thence northeasterly along the said westerly line of South Cottage Grove Avenue to its intersection with the centerline of East 104th Place; thence east along the said centerline of East 104th Place to its intersection with the northerly extended centerline of a 16.00 foot north/south alley, said alley lying westerly adjacent to Lot 43 in Block 2 in Chicago Title and Trust Company's Addition to Pullman, a subdivision of part of the northeast quarter of Section 15, Township 37 North, Range 14 East of the Third Principal Meridian, recorded October 25, 1909 as Document Number 4458994; thence southwesterly along the said centerline of the alley to its intersection with the centerline of a 16.00 foot wide east/west alley lying southerly adjacent to Lots 43 through 62 in Block 2 in said Chicago Title and Trust Company's Addition to Pullman; thence east along the said centerline of the east/west alley to its intersection with the southerly extended centerline of a 16.00 foot wide north/south alley lying easterly adjacent to Lot 62 in Block 2 in said Chicago Title and Trust Company's Addition to Pullman; thence north along said extended centerline and centerline of the north/south alley and its extension to a point on the aforesaid centerline of East 104th Place, being also the point of intersection of the said centerline of East 104th Place with the southerly extension of a 16.00 foot wide alley north/south alley lying easterly adjacent to Lots 11 and 57 in Block 1 in said Chicago Title and Trust Company's Addition to Pullman; thence north along the said southerly extended centerline, centerline and northerly extended centerline of said north/south alley to a point on the centerline of aforesaid East 104th Street, being also the point of intersection of the said centerline of East 104th Street with the southerly extension of a 16.00 foot wide north/south alley lying easterly adjacent to Lot 11 in Block 2 in Edward G. Uilein's Subdivision of the north half of the northeast quarter of the northeast quarter lying east of the right-of-way of the Illinois Central Railroad in said Section 15, recorded November 17, 1909 as Document Number 4470419; thence continuing north along the said southerly extended centerline and centerline of said north/south alley to its intersection with the easterly extended centerline of a 16.00 foot wide, east/west alley lying northerly adjacent to Lots 11 through 27 in said Block 2 of Edward G. Uilein's Subdivision; thence west along said alley extended centerline, centerline and its extension to its intersection with the centerline of a 16.00 foot wide northerly/southerly alley lying westerly adjacent to Lot 38 in said Block 2 of Edward G. Uilein's Subdivision; thence northerly along the said centerline of the northerly/southerly alley and its extension to its intersection with the centerline of East 103rd Place; thence west along the said centerline of East 103rd Place to its intersection with the aforesaid westerly line of South Cottage Grove Avenue; thence northerly along the said westerly line of South Cottage Grove Avenue to the point of beginning; all in the northeast quarter of Section 15 and the northwest quarter of Section 14, Township 37 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois.

(Sub)Exhibit 1.
(To North Pullman Redevelopment Plan)

Location Map.

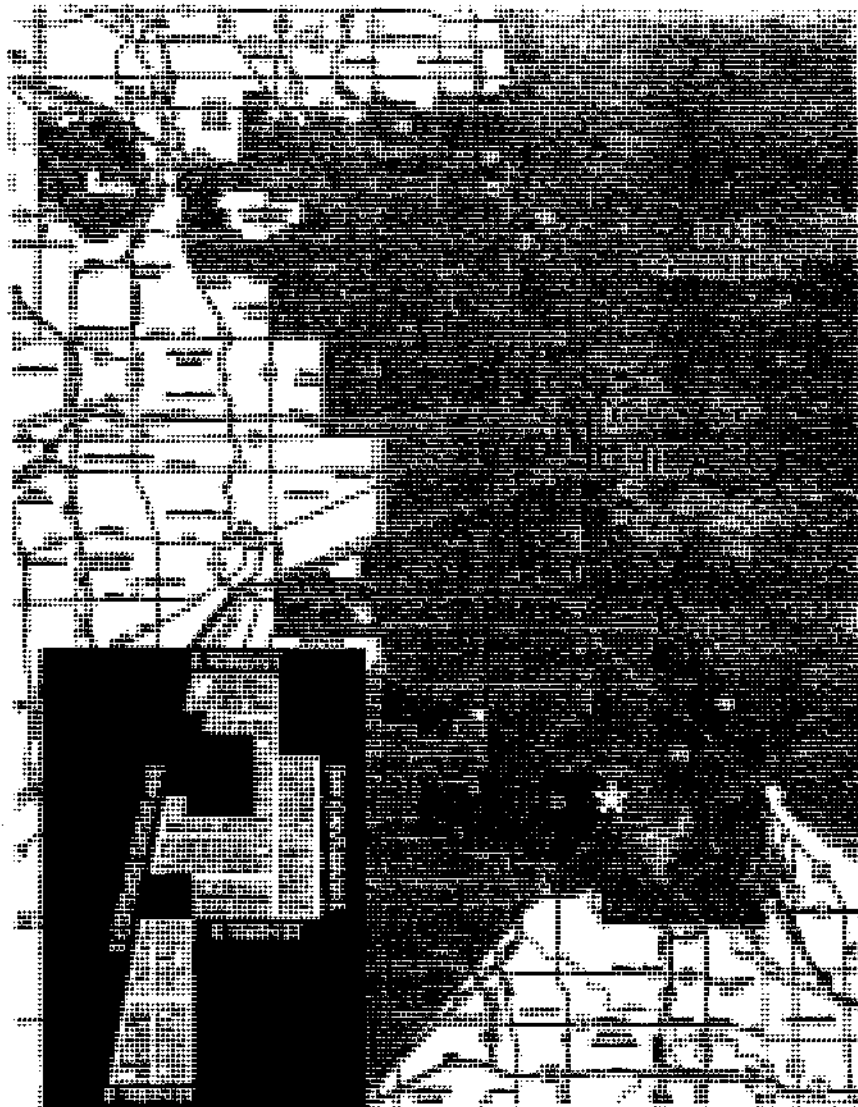


EXHIBIT 1

LOCATION MAP

NOT TO SCALE



NORTH PULLMAN REDEVELOPMENT AREA DESIGNATION
REDEVELOPMENT PLAN

CAMIROS
JUNE 10, 2003

(Sub)Exhibit 2.
(To North Pullman Redevelopment Plan)

Boundary Map.

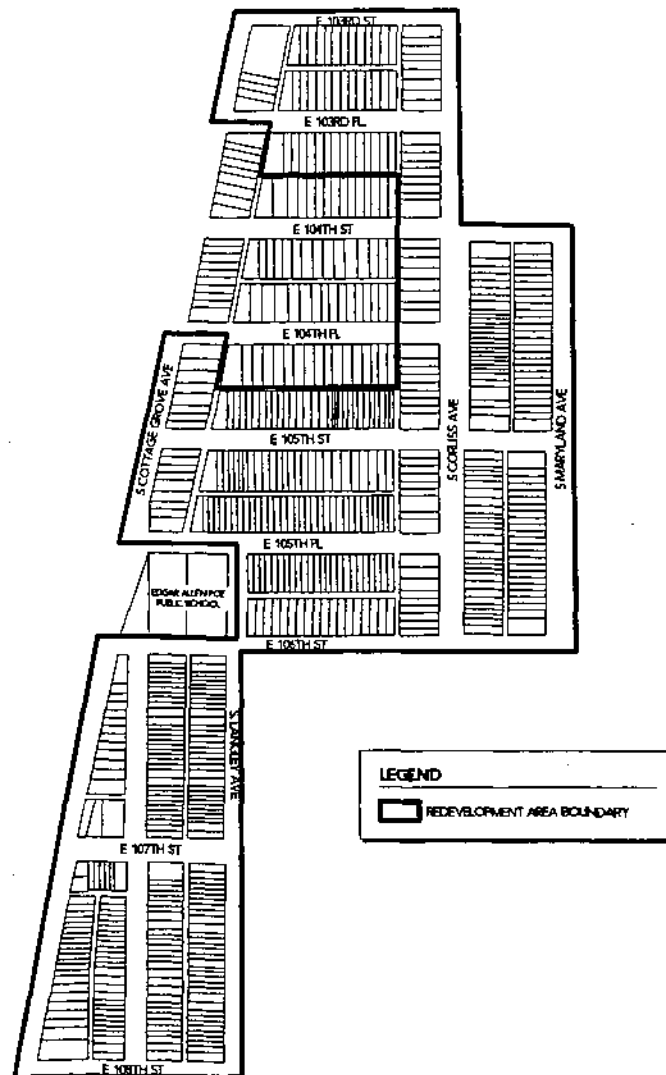


EXHIBIT 2

BOUNDARY MAP

NORTH PULLMAN REDEVELOPMENT AREA DESIGNATION

0 125 250 500 Feet

CAMIROS

JUNE 10, 2003

(Sub)Exhibit 5.
(To North Pullman Redevelopment Plan)

Acquisition Map.

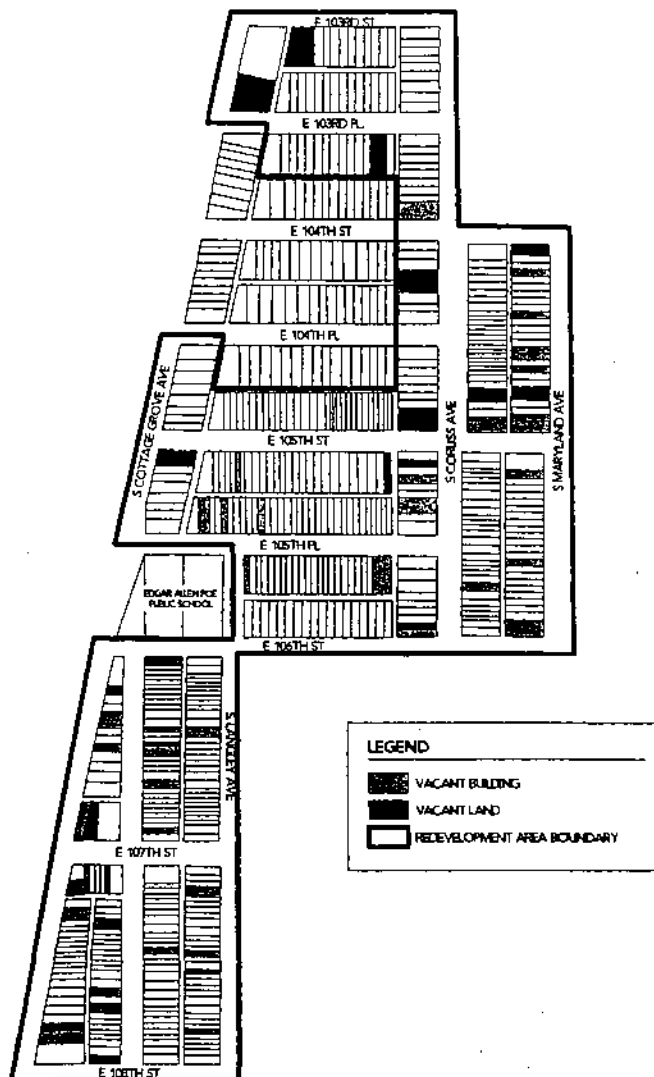


EXHIBIT 5

ACQUISITION MAP

NORTH PULLMAN REDEVELOPMENT AREA DESIGNATION
REDEVELOPMENT PLAN



CAMIROS
LINE 10 2001

(Sub)Exhibit 6.
(To North Pullman Redevelopment Plan)

Acquisition List.
(Page 1 of 3)

#	BLOCK	PIN	PARCEL ADDRESS	TAXPAYER NAME	TAXPAYER ADDRESS	TAXPAYER CITY/STATE/ZIP	LAND USE
1	25-14-101	030	10451 S Corliss Av		100 W Monroe St 309	Chicago, IL 60603	VB
2	25-14-101	031	10400 S. Maryland Av		1701 East 53rd St	Chicago, IL 60615	VL
3	25-14-101	034	10408 S Maryland Av		10408 S Maryland Av	Chicago, IL 60628	VB
4	25-14-101	040	10420 S Maryland Av		10420 S Maryland Ave	Chicago, IL 60628	VB
5	25-14-101	045	10432 S Maryland Av		1800 E 111th St	Chicago, IL 60628	VB
6	25-14-101	046	10434 S Maryland Av		1000 E 111th St	Chicago, IL 60628	VB
7	25-14-101	048	10438 S Maryland Av		10438 S Maryland Av	Chicago, IL 60628	VB
8	25-14-101	051	10444 S. Maryland Av		17609 Surrey Ln	Hazel Crest, IL 60429	VL
9	25-14-101	052	10446 S. Maryland Av		1701 East 53rd St	Chicago, IL 60615	VL
10	25-14-101	055	10454 S Maryland Av		10454 S Maryland Av	Chicago, IL 60628	VB
11	25-14-101	056	10456 S Maryland Av		10454 S Maryland Av	Chicago, IL 60628	VB
12	25-14-101	058	10453 S. Corliss Av		P O Box 7107	Chicago, IL 60680	VL
13	25-14-102	021	10545 S Corliss Av		P O Box 1964	Calumet City, IL 60409	VB
14	25-14-102	030	10506 S. Maryland Av		12516 S. Ada St	Calumet Park, IL 60627	VB
15	25-14-102	051	10558 S Maryland Av		10558 S Maryland Av	Chicago, IL 60628	VB
16	25-14-102	053	10534 S. Maryland Av		715 E 84th St #1W	Chicago, IL 60619	VB
17	25-15-205	007	10317 S Cottage Grove Av		15560 S Paxton	So Holland, IL 60473	VL
18	25-15-205	008	10319 S Cottage Grove Av		15560 S Paxton	So Holland, IL 60473	VL
19	25-15-205	009	10321 S Cottage Grove Av		15560 S Paxton	So Holland, IL 60473	VL
20	25-15-205	010	10325 S Cottage Grove Av		15560 S Paxton	So Holland, IL 60473	VL
21	25-15-205	011	713 E 103rd St		7420 Quincy	Willowbrook, IL 60521	VL
22	25-15-205	012	715 E 103rd St		7420 Quincy	Willowbrook, IL 60521	VL
23	25-15-205	013	717 E 103rd St		7420 Quincy	Willowbrook, IL 60521	VL
24	25-15-206	021	745 E 103rd Pl		17262 Vollbrecht Dr	So Holland, IL 60473	VL

(Sub)Exhibit 6.
(To North Pullman Redevelopment Plan)

Acquisition List.
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#	BLOCK	PIN	PARCEL ADDRESS	TAXPAYER NAME	TAXPAYER ADDRESS	TAXPAYER CITY/STATE/ZIP	LAND USE
25	25-15-206	022	749 E 103rd Pl		17262 Vollbrecht Dr	So Holland, IL 60473	VL
26	25-15-206	048	10354 S Corliss Av		10358 S Corliss Av	Chicago, IL 60628	VB
27	25-15-212	047	10410 S Corliss Av		10408 S Corliss Av	Chicago, IL 60628	VL
28	25-15-212	048	10410 S Corliss Av		10410 S Corliss Av	Chicago, IL 60628	VL
29	25-15-213	056	10450 S Corliss Av		17609 Sunev Ln	Hazel Crest, IL 60429	VL
30	25-15-213	057	10456 S Corliss Av		17609 Sunev Ln	Hazel Crest, IL 60429	VL
31	25-15-218	001	10501 S Cottage Grove Av		733 E 105th St	Chicago, IL 60628	VL
32	25-15-218	002	10503 S Cottage Grove Av		175 E Delaware Pl	Chicago, IL 60611	VL
33	25-15-218	032	743 E 105th St		2755 W Warren Blvd	Chicago, IL 60612	VL
34	25-15-218	057	10504 S Corliss Av		17609 Sunev Ln	Hazel Crest, IL 60429	VL
35	25-15-218	059	10508 S Corliss Av		PO BOX 3783	Oak Park, IL 60303	VB
36	25-15-218	069	652 E 105th Pl		P O Box 8136	Chicago, IL 60680	VB
37	25-15-218	074	658 E 105th Pl		658 E 105th Pl	Chicago, IL 60628	VB
38	25-15-218	119	650 E 105th Pl		650 E 105th Pl	Chicago, IL 60628	VB
39	25-15-218	126	670 E 105th Pl		700 E 105th Pl	Chicago, IL 60628	VB
40	25-15-218	143	665 E 105th St		665 E 105th St	Chicago, IL 60628	VB
41	25-15-218	186	10518 S Corliss Av		3220 Equestrian Dr	Boca Raton, FL 33434	VB
42	25-15-222	044	10554 S Corliss Av		5831 Allemon Dr	Matteson, IL 60443	VL
43	25-15-222	045	10556 S Corliss Av		5831 Allemon Dr	Matteson, IL 60443	VB
44	25-15-222	046	701 E 105th Pl		701 E 105th Pl	Chicago, IL 60628	VB
45	25-15-222	073	743 E 105th Pl		143 Elk Tr	Carol Stream, IL 60188	VB
46	25-15-222	074	745 E 105th Pl		358 E 89th Pl	Chicago, IL 60619	VB
47	25-15-222	075	747 E 105th Pl		10540 S Corliss Av	Chicago, IL 60628	VB
48	25-15-227	011	10637 S Cottage Grove Av		10637 S Cottage Grove Av	Chicago, IL 60628	VB
49	25-15-227	016	616 E 107th St		616 E 107th St	Chicago, IL 60628	VB
50	25-15-227	017	618 E 107th St		618 E 107th St	Chicago, IL 60628	VL
51	25-15-227	020	10611 S Champlain Av		10605 S Cottage Grove Av	Chicago, IL 60628	VL
52	25-15-227	023	10623 S Cottage Grove Av		2460 E Royal Ridge Dr	Crete, IL 60417	VB

(Sub)Exhibit 6.
(To North Pullman Redevelopment Plan)

Acquisition List.
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#	BLOCK	PIN	PARCEL ADDRESS	TAXPAYER NAME	TAXPAYER ADDRESS	TAXPAYER CITY/STATE/ZIP	LAND USE
53	25-15-227	024	10627 S Cottage Grove Av		11209 S Hermosa St	Chicago, IL 60643	VB
54	25-15-228	001	10601 S Champlain Av		10601 S Champlain Av	Chicago, IL 60628	VB
55	25-15-228	013	10625 S Champlain Av		10625 S Champlain Av	Chicago, IL 60628	VB
56	25-15-228	016	10631 S Champlain Av		333 West Wacker Drive	Chicago, IL 60606	VL
57	25-15-228	017	10633 S Champlain Av		1133 15th St NW	Washington, DC 20005	VB
58	25-15-228	018	10635 S Champlain Av		10637 S Champlain Av	Chicago, IL 60628	VB
59	25-15-228	023	10645 S Champlain Av		10645 S Champlain Av	Chicago, IL 60628	VB
60	25-15-228	032	10663 S Champlain Av		6 E Monroe St #400	Chicago, IL 60603	VB
61	25-15-228	046	10624 S Langley		10624 S Langley Av	Chicago, IL 60628	VB
62	25-15-228	047	10626 S Langley Av		8131 S Wolcott Av	Chicago, IL 60620	VB
63	25-15-404	001	10705 S Cottage Grove Av		333 West Wacker Drive	Chicago, IL 60606	VB
64	25-15-404	003	605 E 107th St		605 E 107th St	Chicago, IL 60628	VB
65	25-15-404	007	613 E 107th St		613 E 107th St	Chicago, IL 60628	VB
66	25-15-404	010	10715 S Cottage Grove Av		10035 S Forest Av	Chicago, IL 60628	VB
67	25-15-404	011	10717 S Cottage Grove Av		1884 N Galeston Ct	Indianapolis, IN 46229	VB
68	25-15-404	028	10753 S Cottage Grove Av		10621 S Champlain Av	Chicago, IL 60628	VL
69	25-15-404	029	10757 S Cottage Grove Av		10621 S Champlain Av	Chicago, IL 60628	VB
70	25-15-404	034	10718 S Champlain Av		10718 S Champlain Av	Chicago, IL 60628	VB
71	25-15-404	035	10720 S Champlain Av		10720 S Champlain Av	Chicago, IL 60628	VB
72	25-15-404	046	10744 S Champlain Av		10744 S Champlain Av	Chicago, IL 60628	VB
73	25-15-404	048	10752 S Champlain Av		10752 S Champlain Av	Chicago, IL 60628	VB
74	25-15-404	049	10754 S Champlain Av		P O Box 8136	Chicago, IL 60680	VB
75	25-15-404	057	10774 S Cottage Grove Av		RI 10 Box 113 A11	Lake City, FL 32025	VB
76	25-15-405	013	10731 S Champlain Av		10731 S Champlain Av	Chicago, IL 60628	VB
77	25-15-405	033	10706 S Langley Av		3313 Tulip Dr	Hazel Crest, IL 60429	VB
78	25-15-405	034	10708 S Langley Av		11526 S Bell	Chicago, IL 60643	VB
79	25-15-405	044	10730 S Langley Av		4800 S Chicago Beach Dr	Chicago, IL 60615	VB
80	25-15-405	047	10736 S Langley Av		10736 S Langley Av	Chicago, IL 60628	VB
81	25-15-405	057	10758 S Langley Av		10758 S Langley Av	Chicago, IL 60628	VB

AUTHORIZATION FOR PUBLIC HEARING ON CREATION OF
SPECIAL SERVICE AREA NUMBER 24 AND LEVY OF
SPECIAL ANNUAL SERVICES TAX.
(East Rogers Park)

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the establishment of Special Service Area Number 24 in East Rogers Park, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the, Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 24 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; that local development programming is critical to maintaining and promoting neighborhood revitalization and stability; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the sum of sixty one-hundredths of one percent (0.60%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2003 through and including 2012. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The special services to be considered include maintenance and beautification activities including, but not limited to, snow removal and sidewalk cleaning; security services, including, but not limited to, the development of safety programs; recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade improvements; and other technical assistance activities to promote commercial and economic development, including, but not limited to, streetscape improvements, strategic transit/parking improvements including parking management studies, and enhanced land-use oversight and control initiatives (collectively, the "Special Services"). The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area

shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of West Morse Avenue, from North Clark Street to North Sheridan Road; on North Clark Street, from West Wallen Avenue to West Birchwood Avenue; on North Glenwood Avenue, from West Lunt Avenue to West Farwell Avenue.

SECTION 3. Notice of the Hearing shall be published by the City Clerk at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area Number 24.

Notice is hereby given that at ____ o'clock __.M., on the _____ day of _____, 2003 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 24 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2003 through and including 2012. The purpose of creating the Area shall be to provide Special Services within the Area, which may include maintenance and beautification activities including, but not limited to, snow removal and sidewalk cleaning; security services, including, but not limited to, the development of safety programs; recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade improvements; and other technical assistance activities to promote commercial and economic development, including, but not limited to, streetscape improvements, strategic transit/parking improvements including parking management studies, and enhanced land-use oversight and control

initiatives (collectively, the "Special Services").

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the sum of sixty one-hundredths of one percent (0.60%) of the equalized assessed value of taxable property within the Area. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of Morse Avenue from Clark Street to Sheridan Road; on Clark Street, from Wallen Avenue to Birchwood Avenue; on Glenwood Avenue, from Lunt Avenue to Farwell Avenue.

At the public hearing any interested person, including all persons owning taxable real property located within the special service area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally in respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2003.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

*Legal Description For Special
Service Area Number 24.*

All that part of the southeast quarter of Section 30, the east half of the east half of Section 31 and the northwest quarter of Section 32, all in Township 41 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the northeast corner of Lot 1 in Block 7 of Wm. L. Wallen's Addition to Rogers Park, a subdivision of Lots 2 and 3 (except the west 17 feet thereof) in the Assessor's Division of the northeast quarter of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, said northeast corner of Lot 1 being also the point of intersection of the west line of North Clark Street with the south line of West Wallen Avenue; thence west along said south line of West Wallen Avenue to the southerly extension of the easterly line of Lot 12 in Block 4 of said Wm. L. Wallen's Addition to Rogers Park, said easterly line of Lot 12 being also the westerly line of the alley west of North Clark Street; thence northerly along said southerly extension and along the westerly line of the alley west of North Clark Street and along the northerly extension thereof to the north line of the east half of the southeast quarter of said Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, said north line of the east half of the southeast quarter of Section 31 being also the centerline of West Pratt Avenue; thence west along said centerline of West Pratt Avenue to the southerly extension of the east line of Lot 8 in Block 44 in Rogers Park, a subdivision of the northeast quarter and that part of the northwest quarter, lying east of Ridge Road, of Section 31 and also the west half of the northwest quarter of Section 32 and also all of Section 30 lying south of the Indian boundary line, all in Township 41 North, Range 14 East of the Third Principal Meridian, said east line of Lot 8 being also the westerly line of the alley west of North Clark Street; thence northerly along said southerly extension and the westerly line of the alley west of North Clark Street to the south line of West Lunt Avenue; thence west along said south line of West Lunt Avenue and along the westerly extension thereof to the west line of the east half of the northeast quarter of Section 31, Township 41 North, Range 14 East of the

Third Principal Meridian; thence north along said west line of the east half of the northeast quarter of Section 31 to the westerly extension of the north line of the south 61 feet of Lot 6 in the subdivision of Block 18 of Rogers Park; thence east along said westerly extension and the north line of the south 61 feet of Lot 6 in the subdivision of Block 18 of Rogers Park to the east line of the west 46.08 feet of said Lot 6 in the subdivision of Block 18 of Rogers Park; thence south along said east line of the west 46.08 feet of Lot 6 in the subdivision of Block 18 of Rogers Park to a north line of the parcel of property bearing Permanent Index Number 11-31-206-016, said north line being also the southerly most south line of the parcel of property bearing Permanent Index Number 11-31-206-017; thence east along said southerly most south line of the parcel of property bearing Permanent Index Number 11-31-206-017 to the east line thereof; thence north along said east line of the parcel of property bearing Permanent Index Number 11-31-206-017 and along the east line of the parcel of property bearing Permanent Index Number 11-31-206-015 to the northerly most north line of aforesaid parcel of property bearing Permanent Index Number 11-31-206-016; thence east along said northerly most north line of the parcel of property bearing Permanent Index Number 11-31-206-016 to the easterly line of aforesaid Lot 6 in the subdivision of Block 18 of Rogers Park, said easterly line of Lot 6 being also the westerly line of the alley east of North Ravenswood Avenue; thence north along said westerly line of the alley east of North Ravenswood Avenue to the south line of the north 100 feet of Block 18 in aforesaid Rogers Park; thence west along said south line of the north 100 feet of Block 18 in Rogers Park and along the westerly extension thereof to the west line of the east half of the northeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; thence north along said west line of the east half of the northeast quarter of Section 31 to the north line of West Estes Avenue; thence east along said north line of West Estes Avenue to the easterly line of Lot 6 in the subdivision of Block 9 (except the north 100 feet thereof) in aforesaid Rogers Park, said easterly line of Lot 6 being also the westerly line of the alley west of North Clark Street; thence north along said westerly line of the alley west of North Clark Street to the south line of the north 100 feet of Block 9 in Rogers Park; thence west along said south line of the north 100 feet of Block 9 in Rogers Park to the west line of the east half of the northeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; thence north along said west line of the east half of the northeast quarter of Section 31 to the south line of West Touhy Avenue; thence northerly along a straight line to the point of intersection of the north line of West Touhy Avenue with the westerly line of the public alley lying westerly of and adjoining the westerly line of Lot 3 in the Owner's Subdivision of part of Block 2 in aforesaid Rogers Park, said westerly line of the public alley being also the easterly line of the Chicago and Northwestern Railway right-of-way; thence northerly along said easterly line of the Chicago and Northwestern Railway right-of-way to the north line of West Birchwood Avenue; thence east along said north line of West Birchwood Avenue to the easterly line of North Clark Street; thence southerly along said easterly line of North Clark Street to the northwesterly line

of West Rogers Avenue; thence northeasterly along said northwesterly line of West Rogers Avenue to the northerly extension of the east line of Lot 10 in S. Rogers Touhy's Subdivision of that part of Original Block 1 in Rogers Park lying north of the south line of Bryon Avenue (now West Jarvis Avenue) and west of the west line of Forest Avenue; thence south along said northerly extension and the east line of Lot 10 in S. Rogers Touhy's Subdivision and along the southerly extension thereof to the south line of West Jarvis Avenue; thence west along said south line of West Jarvis Avenue to the westerly line of Lot 4 in S. Rogers Touhy Bryan Avenue and Forest Street Subdivision in Block 1 of Rogers Park, a subdivision in the east half of the southeast quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, said westerly line of Lot 4 being also the easterly line of the alley east of North Clark Street; thence southerly along said easterly line of the alley east of North Clark Street to the north line of Lot 10 in Rogers Park Sherwin Manor, a subdivision of part of Block 1 in Rogers Park in the east half of the southeast quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian; thence west along the westerly extension of the north line of said Lot 10 in Rogers Park Sherwin Manor to the centerline of the vacated alley lying west of and adjoining the westerly line of said Lot 10 in Rogers Park Sherwin Manor; thence southerly along said centerline of the vacated alley lying west of and adjoining the westerly line of Lot 10 in Rogers Park Sherwin Manor and along the southerly extension thereof and along the centerline of the vacated alley lying west of and adjoining the westerly line of Lot 21 in said Rogers Park Sherwin Manor to the westerly extension of the south line of said Lot 21 in Rogers Park Sherwin Manor, said westerly extension and the south line of Lot 21 being also the north line of the alley north of West Chase Avenue; thence east along said north line of the alley north of West Chase Avenue to the northerly extension of the westerly line of Lot 4 in S. Rogers Touhy's Homestead Subdivision of the north 166.05 feet of the south 616.05 feet (measured from the centerline of West Touhy Avenue) of Block 1 (except the east 447.05 feet thereof) in Rogers Park, a subdivision in the east half of the southeast quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, said westerly line of Lot 4 being also the easterly line of the alley east of North Clark Street; thence southerly along said easterly line of the alley east of North Clark Street and along the southerly extension thereof to the south line of West Chase Avenue; thence west along said south line of West Chase Avenue to the west line of the east 14 feet of Lot 11 in Block 6 of F. H. Dooland's Subdivision of the east 414 feet of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian and the west 175 feet of Section 29, Township 41 North, Range 14 East of the Third Principal Meridian south of the Indian Boundary Line and south of the Chicago, Evanston and Lake Superior Rail Road; thence south along said west line of the east 14 feet of Lot 11 in Block 6 of F. H. Dooland's Subdivision to the south line of said Lot 11, said south line of Lot 11 being also the north line of the alley north of West Touhy Avenue; thence east along said north line of the alley north of West Touhy Avenue to the northerly extension of the east

line of Lot 14 in said Block 6 of F. H. Dooland's Subdivision; thence south along said northerly extension and the east line of Lot 14 in Block 6 of F. H. Dooland's Subdivision to the south line of said Lot 14, said south line of Lot 14 being also the north line of West Touhy Avenue; thence east along said north line of West Touhy Avenue to the northerly extension of a line 50 feet west of, as measured along the south line of West Touhy Avenue, and parallel with the east line of Lot 8 in Block 10 of aforesaid Rogers Park; thence south along said northerly extension and a line 50 feet west of, as measured along the south line of West Touhy Avenue, and parallel with the east line of Lots 8 and 9 in Block 10 of Rogers Park to a line 15 feet south of and parallel with the north line of Lot 9 in Block 10 of Rogers Park; thence east along said line 15 feet south of and parallel with the north line of Lot 9 in Block 10 of Rogers Park and along the easterly extension thereof to the west line of Lot 7 in said Block 10 of Rogers Park, said west line of Lot 7 being also the east line of the alley east of North Clark Street; thence south along said east line of the alley east of North Clark Street to the easterly extension of the north line of Lot 5 in Olson and Uhlman's Resubdivision of Lots 13 and 14 in Block 10 of Rogers Park, a subdivision in the east half of the northeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and the north line of Lots 5 and 4 in Olson and Uhlman's Resubdivision to the west line of said Lot 4, said west line of Lot 4 being also the east line of the alley east of North Clark Street; thence south along said west line of Lot 4 in Olson and Uhlman's Resubdivision and along the southerly extension thereof to the south line of West Estes Avenue; thence west along said south line of West Estes Avenue to the east line of the west 60 feet of Lots 7 and 8 in Block 17 of aforesaid Rogers Park; thence south along said east line of the west 60 feet of Lots 7 and 8 in Block 17 of Rogers Park to the south line of said Lot 8 in Block 17 of Rogers Park; thence east along said south line of Lot 8 in Block 17 of Rogers Park and along the easterly extension thereof to the west line of Lot 6 in said Block 17 of Rogers Park, said west line of Lot 6 being also the east line of the alley east of North Clark Street; thence south along said east line of the alley east of North Clark Street to the centerline of the vacated alley lying north of and adjoining the north line of Lots 12, 13 and 14 in Block 33 of aforesaid Rogers Park; thence east along said centerline of the vacated alley lying north of and adjoining the north line of Lots 12, 13 and 14 in Block 33 of Rogers Park to the northerly extension of the west line of the east 11 feet of Lot 13 in said Block 33 of Rogers Park; thence south along said northerly extension and the west line of the east 11 feet of Lot 13 in Block 33 of Rogers Park to the south line of the north 30 feet of Lots 13 and 14 in said Block 33 of Rogers Park; thence east along said south line of the north 30 feet of Lots 13 and 14 in Block 33 of Rogers Park to the west line of North Paulina Street; thence north along said west line of North Paulina Street to the westerly extension of the south line of Lot 15 in Block 32 of aforesaid Rogers Park, said south line of Lot 15 being also the north line of the alley north of West Morse Avenue; thence east along said westerly extension and the north line of the alley north of West Morse Avenue to the west line of Lot 4 in said Block 32 of Rogers Park,

said west line of Lot 4 being also the east line of the alley west of North Ashland Boulevard; thence south along said east line of the alley west of North Ashland Boulevard to the north line of the south 5 feet of Lot 6 in Block 32 of Rogers Park; thence east along said north line of the south 5 feet of Lot 6 in Block 32 of Rogers Park to the east line of said Lot 6, said east line of Lot 6 being also the west line of North Ashland Boulevard; thence north along said west line of North Ashland Boulevard to the westerly extension of the south line of Lot 11 in Block 31 of Rogers Park; thence east along said westerly extension and the south line of Lot 11 in Block 31 of Rogers Park to the east line of said Lot 11, said east line of Lot 11 being also the west line of the alley east of North Ashland Boulevard; thence north along said west line of the alley east of North Ashland Boulevard to the westerly extension of the south line of Lot 6 in said Block 31 of Rogers Park, said south line of Lot 6 being also the north line of the alley north of West Morse Avenue; thence east along said westerly extension and the north line of the alley north of West Morse Avenue to the east line of North Greenview Avenue; thence south along said east line of North Greenview Avenue to the north line of the south 83.50 feet of Lot 10 in Block 30 of Rogers Park; thence east along said north line of the south 83.50 feet of Lot 10 in Block 30 of Rogers Park to the east line of said Lot 10; thence north along said east line of Lot 10 in Block 30 of Rogers Park and along the northerly extension thereof to the south line of Lots 8 and 9 in said Block 30 of Rogers Park, said south line of Lots 8 and 9 being also the north line of the alley north of West Morse Avenue; thence east along said north line of the alley north of West Morse Avenue to the east line of the west 10 feet of Lot 2 in said Block 30 of Rogers Park; thence north along said east line of the west 10 feet of Lot 2 in Block 30 of Rogers Park to the north line of said Lot 2, said north line of Lot 2 being also the south line of West Lunt Avenue; thence west along said south line of West Lunt Avenue to the southerly extension of the west line of the east 20 feet of Lot 16 in Block 29 of aforesaid Rogers Park; thence north along said southerly extension and the west line of the east 20 feet of Lot 16 in Block 29 of Rogers Park and along the northerly extension thereof to the south line of Lot 3 in said Block 29 of Rogers Park, said south line of Lot 3 being also the north line of the alley north of West Lunt Avenue; thence east along said north line of the alley north of West Lunt Avenue to the west line of the east 45 feet of Lot 1 in Block 29 of Rogers Park, said west line of the east 45 feet of Lot 1 in Block 29 of Rogers Park being also the east line of North Glenwood Avenue; thence south along said east line of North Glenwood Avenue to the north line of Lot 18 in Block 29 of Rogers Park; thence east along said north line of Lot 18 in Block 29 of Rogers Park to the west line of the parcel of property bearing Permanent Index Number 11-32-500-009; thence north along said west line of the parcel of property bearing Permanent Index Number 11-32-500-009 to the north line of West Greenleaf Avenue; thence east along said north line of West Greenleaf Avenue to the east line of North Glenwood Avenue as said North Glenwood Avenue is situated and opened in the east half of the northwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian; thence south along said east line of North Glenwood Avenue to the south line of Lot 20 in Wm. M. Devine's Birchwood

Beach Subdivision in Rogers Park, of Block 2 of the Circuit Court Partition of the east half of the northwest quarter and the northeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said south line of Lot 20 being also the north line of the alley north of West Lunt Avenue; thence east along said north line of the alley north of West Lunt Avenue to the northerly extension of the east line of the west half of Lot 16 in said Wm. M. Devine's Birchwood Beach Subdivision in Rogers Park; thence south along said northerly extension and the east line of the west half of Lot 16 in Wm. M. Devine's Birchwood Beach Subdivision in Rogers Park to the north line of West Lunt Avenue; thence east along said north line of West Lunt Avenue to the northerly extension of the west line of the east 30 feet of Lot 3 in W. D. Preston's Subdivision of Blocks 4, 8, 9 and Lot 1 in Block 7 of Circuit Court Partition of the east half of the northwest quarter and the northeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said west line of the east 30 feet of Lot 3 in W. D. Preston's Subdivision being also the east line of the alley east of North Glenwood Avenue; thence south along said northerly extension and the west line of the east 30 feet of Lot 3 in W. D. Preston's Subdivision to the south line of said Lot 3, said south line of Lot 3 being also the north line of the alley north of West Morse Avenue; thence east along said north line of the alley north of West Morse Avenue and along the easterly extension thereof to the westerly line of Lots 3 and 4 in D. J. Harris' Resubdivision of Lots 15 to 22, both inclusive, of W. D. Preston's Subdivision, aforesaid, said westerly line of Lots 3 and 4 being also the easterly line of the alley west of North Sheridan Road; thence southerly along said easterly line of the alley west of North Sheridan Road to the easterly extension of the north line of Lots 8, 9, 10 and 11 in Block 1 of L. E. Ingall's Subdivision of Blocks 5 and 6 of Circuit Court Partition of the east half of the northwest quarter and the northeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said north line of Lots 8, 9, 10 and 11 being also the south line of the alley north of West Farwell Avenue; thence west along said easterly extension and the south line of the alley north of West Farwell Avenue and along the westerly extension thereof to the east line of Lot 15 in said Block 1 of L. E. Ingall's Subdivision, said east line of Lot 15 being also the west line of the alley east of North Lakewood Avenue; thence north along said west line of the alley east of North Lakewood Avenue to the south line of Lot 17 in said Block 1 of L. E. Ingall's Subdivision; thence west along said south line of Lot 17 in Block 1 of L. E. Ingall's Subdivision and along the westerly extension thereof to the west line of North Lakewood Avenue; thence north along said west line of North Lakewood Avenue to the north line of Lot 2 in Block 2 of aforesaid L. E. Ingall's Subdivision; thence west along said north line of Lot 2 in Block 2 of L. E. Ingall's Subdivision to the west line thereof, said west line of Lot 2 being also the east line of the alley east of North Wayne Avenue; thence south along said east line of the alley east of North Wayne Avenue to the easterly extension of the south line of Lot 13 in said Block 2 of L. E. Ingall's Subdivision; thence west along said easterly extension and the south line of Lot 13 in Block 2 of L. E.

Ingall's Subdivision and along the westerly extension thereof to the west line of North Wayne Avenue; thence north along said west line of North Wayne Avenue to the north line of Lot 2 in Block 3 of aforesaid L. E. Ingall's Subdivision; thence west along said north line of Lot 2 in Block 3 of L. E. Ingall's Subdivision to the west line thereof, said west line of Lot 2 being also the east line of North Glenwood Avenue as said North Glenwood Avenue is situated and opened in the east half of the northwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian; thence south along said east line of North Glenwood Avenue to the north line of Lot 1 in Block 4 of aforesaid L. E. Ingall's Subdivision, said north line of Lot 1 being also the south line of West Farwell Avenue; thence west along the westerly extension of said north line of Lot 1 in Block 4 of L. E. Ingall's Subdivision to the east line of the west half of the northwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian; thence south along said east line of the west half of the northwest quarter of Section 32 to the south line thereof, said south line of the west half of the northwest quarter of Section 32 being also the centerline of West Pratt Avenue; thence west along said south line of the west half of the northwest quarter of Section 32 to an east line of Rogers Park, a subdivision of the northeast quarter and that part of the northwest quarter, lying east of Ridge Road, of Section 31 and also the west half of the northwest quarter of Section 32 and also all of Section 30 lying south of the Indian Boundary Line, all in Township 41 North, Range 14 East of the Third Principal Meridian, said east line being also the west line of the parcel of property bearing Permanent Index Number 11-32-500-008; thence north along said east line of Rogers Park to the north line of Block 41 in said Rogers Park, said north line of Block 41 being also the south line of West Farwell Avenue; thence west along said south line of West Farwell Avenue to the southerly extension of the east line of Lot 17 in Block 40 of aforesaid Rogers Park, said east line of Lot 17 being also the west line of North Glenwood Avenue; thence north along said southerly extension to the north line of West Farwell Avenue; thence west along said north line of West Farwell Avenue to the west line of the east 36.75 feet of Lot 17 in said Block 40 of Rogers Park; thence north along said west line of the east 36.75 feet of Lot 17 in Block 40 of Rogers Park to a line 97.84 feet north of and parallel with the south line of said Lot 17; thence west along said line 97.84 feet north of and parallel with the south line of said Lot 17 in Block 40 of Rogers Park and along the westerly extension thereof to the east line of the west 30 feet of Lot 16 in said Block 40 of Rogers Park; thence north along said east line of the west 30 feet of Lot 16 in Block 40 of Rogers Park to the north line of said Lot 16, said north line of Lot 16 being also the south line of the alley north of West Farwell Avenue; thence west along said south line of the alley north of West Farwell Avenue to the west line of North Greenview Avenue; thence north along said west line of North Greenview Avenue to the south line of the north 92 feet of Lot 1 in Block 39 of aforesaid Rogers Park; thence west along said south line of the north 92 feet of Lot 1 in Block 39 of Rogers Park and along the westerly extension thereof to the west line of the east 12.5 feet of Lot 2 in said Block 39 of Rogers Park; thence south along said west line of the east 12.5 feet of Lot 2

in Block 39 of Rogers Park and along the southerly extension thereof to the north line of Lot 18 in said Block 39 of Rogers Park, said north line of Lot 18 being also the south line of the alley north of West Farwell Avenue; thence west along said south line of the alley north of West Farwell Avenue and along the westerly extension thereof to the east line of Lot 10 in said Block 39 of Rogers Park, said east line of Lot 10 being also the west line of the alley east of North Ashland Boulevard; thence north along said west line of the alley east of North Ashland Boulevard to the south line of the north 1.62 feet of Lot 3 in the subdivision of Lots 7, 8, 9 and the north half of Lot 10 in Block 39 of aforesaid Rogers Park; thence west along said south line of the north 1.62 feet of Lot 3 in the subdivision of Lots 7, 8, 9 and the north half of Lot 10 in Block 39 of Rogers Park to the west line of said Lot 3, said west line of Lot 3 being also the east line of North Ashland Boulevard; thence south along said east line of North Ashland Boulevard to the easterly extension of the north line of Lot 4 in Block 38 of aforesaid Rogers Park; thence west along said easterly extension and the north line of Lot 4 in Block 38 of Rogers Park to the west line thereof, said west line of Lot 4 being also the east line of the alley west of North Ashland Boulevard; thence south along said east line of the alley west of North Ashland Boulevard to the easterly extension of the north line of Lot 8 in said Block 38 of Rogers Park, said north line of Lot 8 being also the south line of the alley north of West Farwell Avenue; thence west along said easterly extension and the south line of the alley north of West Farwell Avenue to the west line of Lot 5 in the subdivision of Lots 18 to 24, both inclusive, and the vacated alley lying east of and adjoining said lots in Block 38 of Rogers Park, aforesaid; thence southerly along said west line of Lot 5 in the subdivision of Lots 18 to 24, both inclusive, and the vacated alley lying east of and adjoining said lots in Block 38 of Rogers Park and along the southerly extension thereof to the centerline of West Farwell Avenue; thence west along said centerline of West Farwell Avenue to the northerly extension of the west line of Lot 2 in the resubdivision of Lots 16 to 22, both inclusive, in Block 43 of Rogers Park, aforesaid; thence southerly along said northerly extension and the west line of Lot 2 in the resubdivision of Lots 16 to 22, both inclusive, in Block 43 of Rogers Park and along the southerly extension thereof and along the west line of Lot 4 in said resubdivision of Lots 16 to 22, both inclusive, in Block 43 of Rogers Park to the south line of said Lot 4, said south line of Lot 4 being also the north line of West Pratt Avenue; thence east along said north line of West Pratt Avenue to the northerly extension of the west line of Lot 8 in Mann's Addition to Rogers Park, a subdivision in the east half of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, said west line of Lot 8 being also the east line of the alley east of North Clark Street; thence south along said northerly extension and the east line of the alley east of North Clark Street to the south line of West Wallen Avenue; thence west along said south line of West Wallen Avenue to the point of beginning at the west line of North Clark Street, all in the City of Chicago, Cook County, Illinois.

AUTHORIZATION FOR PUBLIC HEARING ON CREATION OF
SPECIAL SERVICE AREA NUMBER 25 AND LEVY OF
SPECIAL ANNUAL SERVICES TAX.
(Little Village)

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the establishment of Special Service Area Number 25 in Little Village, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 25 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; that local development programming is critical to maintaining and promoting neighborhood revitalization and stability; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the sum of forty-five one-hundredths of one percent (0.45%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2003 through and including 2012. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The special services to be considered include maintenance and beautification activities including, but not limited to, snow removal and sidewalk cleaning; support, retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; security, including, but not limited to, the development of safety programs; parking management research, including initiation of shuttle bus transit service; development of financing local facade improvement program; and other technical assistance activities to promote commercial and economic development, including, but not limited to, streetscape improvements, strategic transit/parking improvements including parking management studies, and enhanced land-use oversight and control initiatives (collectively, the "Special Services"). The Special Services shall be in addition to services provided to and by

the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of both sides of West 26th Street from South California Avenue west to the east line of the Belt Railroad near the City limits.

SECTION 3. Notice of the Hearing shall be published by the City Clerk at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area Number 25.

Notice is hereby given that at ____ o'clock ____ M., on the ____ day of _____ 2003 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 25 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2003 through and including 2012. The purpose of creating the Area shall be to provide Special Services within the Area, which may include maintenance and beautification activities including, but not limited to, snow removal and sidewalk cleaning; support, retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; security, including, but not limited to, the development of safety programs; parking management research, including initiation of shuttle bus transit service; development of financing local facade improvement program; and other technical assistance activities to promote commercial and economic development, including, but not limited to, streetscape improvements, strategic transit/parking improvements including parking management studies, and enhanced land-use oversight and control initiatives (collectively, the "Special

Services").

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the sum of forty-five one-hundredths of one percent (0.45%) of the equalized assessed value of taxable property within the Area. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of both sides 26th Street from California Avenue west to the east line of the Belt Railroad near the City limits.

At the public hearing any interested person, including all persons owning taxable real property located within the special service area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally in respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2003.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

*Legal Description For Special
Service Area Number 25.*

All that part of the east half of the northwest quarter of Section 25, Township 39 North, Range 13 East of the Third Principal Meridian and that part of Sections 26 and 27, all in Township 39 North, Range 13 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the south line of West 25th Street with the west line of South California Avenue; thence west along said south line of West 25th Street to the northeast corner of Lot 48 in Block 6 of Cass' Subdivision of the east 30 acres of the south 64 acres of the northwest quarter of Section 25, Township 39 North, Range 14 East; thence south along the east line of said Lot 48 in Cass' Subdivision, said east line being also the west line of an alley west of South California Avenue, to the southeast corner of said Lot 48; thence west along the north line of an alley north of West 26th Street and its westerly extension, said north line being also the south line of Lots 48 through 30 of said Block 6 of Cass' Subdivision, to the west line of South Albany Avenue; thence south along the west line of South Albany Avenue to the northeast corner of Lot 7 in the Burlington Third Subdivision in the west half of the northwest quarter of Section 25, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along the north line of said Lot 7 and its easterly extension to the west line of an alley west of South Albany Avenue; thence south along said west line of the alley west of South Albany Avenue to the northeast corner of the south 12.5 feet of Lot 6 in said Burlington Third Subdivision; thence west along the north line of said south 12.5 feet of Lot 6 in the Burlington Third Subdivision and the westerly extension thereof to the west line of South Troy Street; thence north to the northeast corner of Lot 3 of said Burlington Third Subdivision; thence west along the north line of said Lot 3 and its westerly extension and the north line of Lot 2 in said Burlington Third Subdivision to the west line of South Kedzie Avenue; thence north along the west line of South Kedzie Avenue to the northeast corner of Lot 21 in Block 8 in the Kedzie Avenue Land Association Subdivision in the northeast quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along the north line of said Lot 21 to the west line of an alley west

of South Kedzie Avenue; thence south along said west line of the alley west of South Kedzie Avenue to the southeast corner of Lot 23 in Block 8 of said Kedzie Avenue Land Association Subdivision; thence west along the south line of said Kedzie Avenue Land Association Subdivision and its westerly extension to the west side of South Homan Avenue; thence north along the west side of South Homan Avenue to the northeast corner of Lot 38 in the Converse and Fitch's Subdivision of Lots 64, 65, 72, 73 and 80 in Joy and Frisbee's Subdivision; thence west along the north line of said Lot 38 in the Converse and Fitch's Subdivision and its westerly extension and the north line of Lot 47 in said Converse and Fitch's Subdivision and its westerly extension to the east line of South Trumbull Avenue; thence north along the east line of South Trumbull Avenue to the easterly extension of the south line of Lot 19 in Henry Curtis' Subdivision of Lots 63, 66, 71, 74 and 79 in Joy and Frisbee's Subdivision of the east half of the west half of the northeast quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said easterly extension and said south line of Lot 19 to the west line of South St. Louis Avenue; thence south along the west side of South St. Louis Avenue to the southeast corner of Lot 7 in Block 9 of King, Scott and Wilson's Addition to Chicago, a resubdivision of Lots 1 to 40, both inclusive of Chas. C. Mowry's Subdivision of the east half of the northwest quarter and of the west half of the northeast quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along the south line of said Lot 7 in Block 9 of King, Scott and Wilson's Addition to Chicago to the east line of an alley west of South St. Louis Avenue; thence north along said east line of the alley west of South St. Louis Avenue to the easterly extension of the north line of the south 3.00 feet of Lot 9 in Block 9 of said King, Scott and Wilson's Addition to Chicago; thence west along said easterly extension and north line of the south 3.00 feet of Lot 9 and the westerly thereof to the west side of South Clifton Park Avenue; thence south along the west side of South Clifton Park Avenue to the southeast corner of Lot 8 in Block 10 of said King, Scott and Wilson's Addition to Chicago; thence west along the south line of said Lot 8 in Block 10 of said King, Scott and Wilson's Addition to Chicago to the west line of an alley west of South Clifton Park Avenue; thence south along the west line of said alley west of South Clifton Park Avenue to the southeast corner of Lot 5 in Block 10 of said King, Scott and Wilson's Addition to Chicago; thence west along the south line of said Lot 5 in Block 10 of said King, Scott and Wilson's Addition to Chicago and its westerly extension to the west side of South Central Park Avenue; thence north along the west side of South Central Park Avenue to the north line of the south 8.30 feet of Lot 44 in Block 1 of Millard and Decker's Subdivision of the east half of the east half of the northwest quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said north line of the south 8.30 feet of Lot 44 in Block 1 of Millard and Decker's Subdivision and its westerly extension to the west line of South Millard Avenue; thence south along the west line of South Millard Avenue to the southeast corner of Lot 44 in Block 2 of said Millard and Decker's Subdivision; thence west along the south line of said Lot 44 in Block 2

of said Millard and Decker's Subdivision to and its westerly extension to the west side of South Lawndale Avenue; thence south along the west side of South Lawndale Avenue to the north line of F. E. Hodek's Subdivision of Lots 23 and 24 of Block 1 of John Kebler's Subdivision; thence west along said north line of F. E. Hodek's Subdivision of Lots 23 and 24 of Block 1 of John Kebler's Subdivision to the east line of an alley west of South Lawndale Avenue; thence north along the east side of the alley west of South Lawndale Avenue to the easterly extension of the south line of Lot 29 of Block 1 of John Kebler's Subdivision of Lots 14 and 15 of said Chas. C. Mowry's Subdivision; thence west along said easterly extension and south line of Lot 29 of Block 1 of John Kebler's Subdivision of Lots 14 and 15 of said Chas. C. Mowry's Subdivision and its westerly extension to the west side of South Ridgeway Avenue; thence north along the west side of South Ridgeway Avenue to the southeast corner of Lot 19 in Block 2 of said John Kebler's Subdivision of Lots 14 and 15 of said Chas. C. Mowry's Subdivision; thence west along the south line of said Lot 19 in Block 2 of said John Kebler's Subdivision of Lots 14 and 15 of said Chas. C. Mowry's Subdivision and its westerly extension to the west side of an alley west of South Ridgeway Avenue; thence south along the west side of the alley west of South Ridgeway Avenue to the southeast corner of Lot 27 in Block 2 of said John Kebler's Subdivision of Lots 14 and 15 of said Chas. C. Mowry's Subdivision and its westerly extension to the west side of an alley west of South Ridgeway Avenue; thence west along the south line of said Lot 27 in Block 2 of said John Kebler's Subdivision and its westerly extension to the west line of South Hamlin Avenue; thence south along the west line of South Hamlin Avenue to the southeast corner of Lot 17 in Block 9 of the subdivision of Blocks 8 and 9 of S. J. Glover's Addition to Chicago, being all that part lying south of the south line of the right-of-way of the C.B. & Q. Railroad of the west half of the northwest quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along the south line of said Lot 17 in Block 9 of the subdivision of Blocks 8 and 9 of S. J. Glover's Addition to Chicago to the east line of an alley west of South Hamlin Avenue; thence north along the east line of the alley west of South Hamlin Avenue to the easterly extension of the south line of Lot 6 in the resubdivision of the west part of Block 9 lying south of Lot 21 in the subdivision of said Block 9 in S. J. Glover's Addition; thence west along the south line of said Lot 6 in the resubdivision of the west part of Block 9 lying south of Lot 21 in the subdivision of said Block 9 in S. J. Glover's Addition and its westerly extension to the east side of South Harding Avenue; thence north along the east side of South Harding Avenue to the easterly extension of the south line of Lot 14 in the subdivision of Block 12 of S. J. Glover's Addition to Chicago; thence west along said easterly extension and south line of Lot 14 in said subdivision of Block 12, said south line of Lot 14 being also the north line of an alley north of West 26th Street; thence west along said north line of the alley north of West 26th Street to the east line of South Kostner Avenue; thence north along the east line of South Kostner Avenue to the southwest line of the C.B. & Q. Railroad; thence southwesterly along the south line of the C.B. & Q.

Railroad to the east line of the Belt Railroad; thence south along the east line of the Belt Railroad to the northwest corner of S. C. Storer's Subdivision of the south 7 acres of the northeast quarter of the southwest quarter of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian; thence east along the north line of said S. C. Storer's Subdivision and its easterly extension to the east line of South Kostner Avenue; thence north along the east line of South Kostner Avenue to the northwest corner of Lot 11 in W. L. Dewolf's Subdivision of the west half (except the east 33 feet thereof) of Block 2 of Reid's Subdivision of the west half of the southeast corridor of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian; thence east along the north line of said Lot 11 in W. L. Dewolf's Subdivision, said north line of Lot 11 being also the south line of an alley south of West 26th Street, to the northeast corner of Lot 42 of W. L. Dewolf's Subdivision of the east half and the east 33 feet of the west half of Block 2 of Reid's Subdivision; thence south along the east line of said Lot 42 to the westerly extension of the north line of Lot 83 in Hubbard's Subdivision of Block 1 of Reid's Subdivision; thence east along said westerly extension and north line of Lot 83 in Hubbard's Subdivision, said north line being also the south line of the alley south of West 26th Street, to the east line of South Pulaski Road; thence north along the east line of South Pulaski Road to the southwest corner of Lot 44 in the subdivision of Block 4 of Goodwin, Balestier & Phillip's Subdivision of the west half of the southwest quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; thence east along the south line of said Lot 44 to the east line of an alley east of South Pulaski Road; thence east along the north line of Lot 6 of said subdivision of Block 4 of Goodwin, Balestier & Phillip's Subdivision and its easterly extension to the east line of South Harding Avenue; thence north along the east line of South Harding Avenue to the south line of Annie Phillip's Subdivision of Block 2 in Goodwin, Balestier & Phillip's Subdivision; thence east along said south line of Annie Phillip's Subdivision of Block 2 in Goodwin, Balestier & Phillip's Subdivision, and along the south line of Zeman's Resubdivision of Lots 1 -- 4 and 8 foot private alley in Zeman's Resubdivision of Lots 1 -- 4 of S. J. Glover of Block 3, also Lot 5 in S. J. Glover's Subdivision in Block 3 to the east line of South Springfield Avenue; thence north along said east line of South Springfield Avenue to the northwest corner of Lot 45 in said Annie Phillip's Subdivision of Block 2 in Goodwin, Balestier & Phillip's Subdivision; thence east along the north line of said Lot 45, said north line being also the south line of an alley south of West 26th Street, to the east side of South Hamlin Avenue; thence north along the east side of South Hamlin Avenue to the northwest corner of Lot 46 in Block 2 of the subdivision of Block 6 in Steele and Others' Subdivision of the southeast quarter and the east half of the southwest quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; thence east along the north line of said Lot 46 in Block 2 of the subdivision of Block 6 in Steele and Others' Subdivision and the north line of Lot 5 in Block 2 of said subdivision of Block 6 in Steele and Others' Subdivision, to the east line of South Ridgeway Avenue; thence north along the east line of South Ridgeway Avenue to the northwest corner of Lot 48 in Block 1 of

said subdivision of Block 6 in Steele and Others' Subdivision; thence east along the north line of said Lot 48 and its easterly extension to the east line of an alley east of South Ridgeway Avenue; thence south along the east line of the alley east of South Ridgeway Avenue to the north line of Lot 4 in Block 1 of said subdivision of Block 6 in Steele and Others' Subdivision; thence east along said north line of Lot 4 and its easterly extension to the east line of South Lawndale Avenue; thence south along the east line of South Lawndale Avenue to the southwest corner of Lot 47 in Bonney and Noonan's Subdivision of the west half of Block 5 of Steele and Others' Subdivision; thence east along the south line of said Lot 47 and its easterly extension to the east line of the alley west of South Millard Avenue; thence north along the east line of the alley west of South Millard Avenue to the southwest corner of Lot 3 in said Bonney and Noonan's Subdivision; thence east along the south line of said Lot 3 and its easterly extension to the east line of South Millard Avenue; thence south along the east line of South Millard Avenue to the south line of the resubdivision of Lots 47 -- 50 in the subdivision of the east half of Block 5 of the subdivision of the southeast quarter and the east half of the southwest quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; thence east along said south line of the resubdivision of Lots 47 -- 50 in the subdivision of the east half of Block 5 and along the south line of McDonald's Resubdivision of Lots 1, 2, 3 and 4 in the subdivision of the east half of Block 5 in said Steele's and Other's Subdivision to the east line of South Central Park Avenue; thence south along the east line of South Central Park Avenue to the south line of an alley south of West 26th Street, said south line being also the north line of Lot 21 in E. A. Cummings and Co.'s Resubdivision of Lots 1 -- 100 and vacated alleys and the subdivision of Block 4 in Steele's Subdivision of the southeast quarter and the east half of the southwest quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; thence east along said south line of the alley south of West 26th Street and its easterly extension to the east line of South St. Louis Avenue; thence north along the east line of South St. Louis Avenue to the northwest corner of Lot 47 in Block 2 of Steele and Others' Subdivision of Block 3 in said Steele's Subdivision; thence east along the north line of said Lot 47 and its easterly extension to the east line of an alley east of South St. Louis Avenue; thence north along the east line of the alley east of South St. Louis Avenue to the northwest corner of Lot 3 in Block 2 of said Steele's and Other's Subdivision of Block 3; thence east along the north line of said Lot 3 and its easterly extension to the east line of South Trumbull Avenue; thence south along the east line of South Trumbull Avenue to the northwest corner of Lot 45 in Block 1 of said Steele and Others' Subdivision of Block 3; thence east along the north line of said Lot 45 and its easterly extension to the east line of an alley east of South Trumbull Avenue; thence north along the east line of the alley east of South Trumbull Avenue to the northwest corner of Lot 5 in Block 1 of said Steele and Others' Subdivision of Block 3; thence east along the north line of said Lot 5 and its easterly extension to the east line of South Homan Avenue; thence south along the east line of South Homan Avenue to the northwest corner of Lot 12 in Block 2 of Feinberg's 26th Street Subdivision

in the southeast quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; thence east along the north line of said Lot 12, said north line being also the south line of an alley south of West 26th Street, to the east line of South Sawyer Avenue; thence north along the east line of South Sawyer Avenue to the northwest corner of Lot 6 in Pinkert and Wittke's Resubdivision of Lots 24 -- 46, both inclusive, of Waugh's Subdivision of the east half of Block 1 in Steele and Others' Subdivision of the southeast quarter and the east half of the southeast quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; thence east along the north line of Lot 6 and its easterly extension to the east line of an alley east of South Sawyer Avenue; thence north along the east line of the alley east of South Sawyer Avenue to the northwest corner of Lot 5 in Waugh's Subdivision of the east half of Block 1 in Steele and Other's Subdivision; thence east along the north line of said Lot 5 in Waugh's Subdivision and its easterly extension to the east line of South Kedzie Avenue; thence north along the east line of South Kedzie Avenue, to the northwest corner of Lot 47 in Block 7 of Joseph Matteson's Subdivision of Block 7 of Superior Court Commissioner's Partition of the west half of the southwest quarter of Section 25, Township 39 North, Range 13 East of the Third Principal Meridian; thence east along the north line of said Lot 47 of Joseph Matteson's Subdivision of Block 7 and its easterly extension to the east line of an alley east of South Kedzie Avenue; thence north along the east line of the alley east of South Kedzie Avenue to the northwest corner of Lot 3 in Block 7 of said Joseph Matteson's Subdivision; thence east along the north line of said Lot 3 and its easterly extension to the east line of South Troy Street; thence south along the east line of South Troy Street to the south line of an alley south of West 26th Street, said south line being also the north line of Lot 6 in A. J. Tullock's Second Subdivision of the west 174.85 feet of Block 6 in said Superior Court Commissioner's Partition; thence east along the north line of said Lot 6 and its easterly extension to the west line of said Superior Court Commissioner's Partition, said west line being also the east line of an alley east of South Troy Street; thence south along the east side of the alley east of South Troy Street to the south line of said Superior Court Commissioner's Partition, said south line being also the centerline of West 27th Street; thence east along said south line and centerline of West 27th Street to the northwest line of the I.N. RY; thence northeasterly along the northwest line of the I.N. RY to the east line of South Sacramento Avenue; thence north to the south line of West 26th Street; thence east along the south line of West 26th Street to the west line of South California Avenue; thence north along the west side of South California Avenue to the point of beginning, all in the City of Chicago, Cook County, Illinois.

AUTHORIZATION FOR PUBLIC HEARING ON CREATION
OF SPECIAL SERVICE AREA NUMBER 26 AND LEVY
OF SPECIAL ANNUAL SERVICES TAX.
(Edgewater)

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the establishment of Special Service Area Number 26 in Edgewater, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 26 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; that local development programming is critical to maintaining and promoting neighborhood revitalization and stability; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the sum of four hundred seventy-five one-thousandths of one percent (0.475%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2003 through and including 2012. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The special services to be considered include maintenance and beautification activities including, but not limited to, snow removal; security services, including, but not limited to, the development of safety programs; recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade improvements; and other technical assistance activities to promote commercial and economic development including, but not limited to, streetscape improvements, strategic transit/parking improvements including parking management studies, monitoring zoning and building code compliance, and assistance in developing open space uses (collectively, the "Special Services"). The Special Services shall be in addition to services provided to and by

the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of the west side of Broadway, from Foster to Rosemont; the east side of Broadway to the C.T.A. tracks, from Foster to Granville; the south side of Granville, from Broadway to Kenmore; the north side of Granville, from C.T.A. tracks to Kenmore; the north and south side of Bryn Mawr, from Broadway to Kenmore; the northeast side of Ridge, from Broadway to Magnolia; the southwest side of Ridge, from Broadway to the first alley.

SECTION 3. Notice of the Hearing shall be published by the City Clerk at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the hearing shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area Number 26.

Notice is hereby given that at ____ o'clock ____ M., on the day of _____, 2003 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 26 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2003 through and including 2012. The purpose of creating the Area shall be to provide Special Services within the Area, which may include maintenance and beautification activities including, but not limited to, snow removal; security services, including, but not limited to, the development of safety programs; recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade improvements; and other technical assistance activities to promote commercial and economic development including, but not limited to, streetscape

improvements, strategic transit/parking improvements including parking management studies, monitoring zoning and building code compliance, and assistance in developing open space uses (collectively, the "Special Services").

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services to exceed the sum of four hundred seventy-five one-thousandths of one percent (0.475%) of the equalized assessed value of taxable property within the Area.

The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of the west side of Broadway, from Foster to Rosemont; the east side of Broadway to the C.T.A. tracks, from Foster to Granville; the south side of Granville, from Broadway to Kenmore; the north side of Granville, from C.T.A. tracks to Kenmore; the north and south side of Bryn Mawr, from Broadway to Kenmore; the northeast side of Ridge, from Broadway to Magnolia; the southwest side of Ridge, from Broadway to the first alley.

At the public hearing any interested person, including all persons owning taxable real property located within the special service area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally in respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this ____ day of _____, 2003.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description For Special Area Number 26.

All that part of the east half of the northwest quarter and of the west half of the northeast quarter of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian and that part of Section 8, all in Township 40 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the west line of North Broadway with the north line of West Foster Avenue; thence west along said north line of West Foster Avenue to the southwest corner of Lot 24 in Block 16 of Cochran's Third Addition to Edgewater, in the east half of the northwest quarter of Section 5, Township 40 North, Range 14 East; thence north along the west line of said Lot 24 in Block 16 of Cochran's Third Addition to Edgewater, said west line being also the east line of an alley west of North Broadway, and north along said east line of the alley and its northerly extension to the south line of West Catalpa Avenue; thence west along the south line of West Catalpa Avenue to the southerly extension of the east line of Lot 25 in Block 1 of said Cochran's Third Addition to Edgewater; thence north along said southerly extension and the east line of said Lot 25 and Lots 26, 27 and 28 and the west line of the alley west of North Broadway to the south line of West Bryn Mawr Avenue; thence west along the south line of West Bryn Mawr Avenue to the southerly extension of the west line of Lot 1 of Turck's Subdivision of Lot 1 of the subdivision of the easterly

5.0116 acres south of the road in the east half of the southwest quarter of Section 5, Township 40 North, Range 14 East; thence north along said southerly extension and the west line of Lot 1 of Turck's Subdivision to the southernmost point of Lot 12 of said Turck's Subdivision; thence northwest along the southwest lines of Lots 12, 11 and 10 of said Turck's Subdivision to the westernmost point of said Lot 10; thence west along the south line of Lots 9 and 8 of said Turck's Subdivision to the west line of said Turck's Subdivision of Lot 1 of the subdivision of the easterly 5.0116 acres south of the road in the east half of the southwest quarter of Section 5, Township 40 North, Range 14 East; thence northwest along the southwest line of Lot 1 in S. J. Sanderson's Subdivision of Lot 1 of a subdivision of said easterly 5.0116 acres to the southeast line of an alley west of and perpendicular to North Ridge Avenue; thence northeast along said southeast line of the alley west of, and perpendicular to, North Ridge Avenue to the southwest line of North Ridge Avenue; thence southeast along the southwest line of North Ridge Avenue to the southerly extension of the east line of North Magnolia Avenue; thence north along said southerly extension of the east line of North Magnolia Avenue and along the east line of North Magnolia Avenue to the north line of Lot 31 in Block 9 of Cairnduff's Addition to Edgewater; thence east along said north line of Lot 31 in Block 9 of Cairnduff's Addition to Edgewater and the easterly extension thereof to the west line of an alley west of North Broadway and east of North Magnolia Avenue; thence north along said west line of the alley east of North Magnolia Avenue and west of North Broadway and its northerly extension to the north line of West Granville Avenue; thence east along the north line of West Granville Avenue to the west line of Lot 6 in John N. Young's Grand Avenue Addition to Chicago; thence north along said west line of Lot 6 in John N. Young's Grand Avenue Addition to Chicago to the south line of an alley north of West Granville Avenue, said south line being also the north line of Lots 5 through 10 of said John N. Young's Grand Avenue Addition to Chicago; thence west along said south line of the alley north of West Granville Avenue to the southerly extension of the west line of an alley west of North Broadway and east of North Magnolia Avenue; thence north along said southerly extension and the west line of the alley west of North Broadway and east of North Magnolia Avenue to the north line of West Rosemont Avenue; thence east along the north line of West Rosemont Avenue to the east line of North Broadway; thence south along the east line of North Broadway to the north line of West Granville Avenue; thence east along the north line of West Granville Avenue to the west line of an alley west of North Winthrop Avenue and east of North Broadway; thence north along said west line of the alley west of North Winthrop Avenue to the westerly extension of the north line of Lot 11 in Block 5 of Cochran's Second Addition to Edgewater in the east half fractional of Section 5, Township 40 North, Range 14 East; thence east along the north line of said Lot 11 in Block 5 of Cochran's Second Addition to Edgewater and the easterly extension thereof, and along the north line of Lot 14 in Block 6 of said Cochran's Second Addition to Edgewater to the west line of an alley east of North Winthrop Avenue; thence north along said west line of the alley east of North Winthrop Avenue to the westerly

extension of the north line of Lot 7 in Block 6 of said Cochran's Second Addition to Edgewater; thence east along said north line of Lot 7 in Block 6 of said Cochran's Second Addition to Edgewater to the west line of North Kenmore Avenue; thence south along the west line of North Kenmore Avenue to the south line of Lot 2 in Block 11 of said Cochran's Second Addition to Edgewater; thence west along said south line of Lot 2 in Block 11 of said Cochran's Addition to Edgewater to the east line of an alley east of North Winthrop Avenue; thence north along said east line of an alley east of North Winthrop Avenue to the westerly extension of the north line of the south 12.48 feet of Lot 30 in Block 11 of said Cochran's Second Addition to Edgewater; thence west along said north line of the south 12.48 feet of Lot 30 in Block 11 of said Cochran's Addition to Edgewater to the east line of North Winthrop Avenue; thence south along the east line of North Winthrop Avenue to the westerly extension of the south line of Lot 1 in J. L. Cochran's Resubdivision of Lots 16, 17, 22, 23 and 24 of Block 12 in said Cochran's Second Addition to Edgewater; thence west along said westerly extension and the north line of Lot 1 in J. L. Cochran's Resubdivision to the west line of an alley west of North Winthrop Avenue; thence south along said west line of the alley west of North Winthrop Avenue to the southeast corner of the parcel bearing Permanent Index Number 14-05-208-057; thence west along the south line of said parcel bearing Permanent Index Number 14-05-208-057 to the west line of an alley west of North Winthrop Avenue; thence south along said west line of the alley west of North Winthrop Avenue to the northwest corner of Lot 10 in Block 9 of Cochran's Second Addition to Edgewater; thence east along the north line of Lot 10 and its easterly extension to the east line of North Winthrop Avenue; thence south along the east line of North Winthrop Avenue to the north line of the south 18 feet of Lot 14 in Block 8 of said Cochran's Addition to Edgewater; thence east along said north line of the south 18 feet of Lot 14 and the easterly extension thereof to the east line of an alley west of North Kenmore Avenue; thence north along said east line of the alley to the northwest corner of Lot 11 in Block 8 of said Cochran's Addition to Edgewater; thence east along the north line of said Lot 11 to the west line of North Kenmore Avenue; thence south along the west line of North Kenmore Avenue to the southeast corner of Lot 2 in Block 2 of J. L. Cochran's Subdivision in Section 8, Township 40 North, Range 14 East; thence west along the south line of Lot 2 to the west line of the alley west of North Kenmore Avenue; thence south along said west line of the alley to the south line of Lot 21 in Block 2 of said J. L. Cochran's Subdivision; thence west along said south line of Lot 21 in Block 2 and its westerly extension to the west line of North Winthrop Avenue; thence north along the west line of North Winthrop Avenue to the south line of the north 10 feet of Lot 3 in Block 3 of said J. L. Cochran's Subdivision; thence west along said south line and its westerly extension to the west line of the alley west of North Winthrop Avenue; thence south along said west line of the alley west of North Winthrop Avenue to the north line of West Foster Avenue; thence west along said north line of West Foster Avenue to the point of beginning; all in the City of Chicago, Cook County, Illinois.

DESIGNATION OF BRYN MAWR REAL ESTATE PROPERTIES, L.L.C.
AS PROJECT DEVELOPER AND AUTHORIZATION FOR
EXECUTION OF REDEVELOPMENT AGREEMENT
FOR PROPERTIES AT 1100 AND 1114
WEST BRYN MAWR AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the Commissioner of the Department of Planning and Development to enter into and execute a redevelopment agreement for Bryn Mawr Real Estate Properties, L.L.C., 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on December 11, 1996 and published at pages 35413 -- 35493 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for the Bryn Mawr/Broadway area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on December 11, 1996 and published at pages 35494 -- 35502 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on December 11, 1996 and published at pages 35503 -- 35510 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, Bryn Mawr Real Estate Properties, L.L.C., an Illinois limited liability company (the "Company"), in a negotiated sale with the City, will acquire parcels located at 1100 and 1114 West Bryn Mawr Avenue within the Area (the "Property"); and

WHEREAS, The Company shall renovate a twenty-two thousand five hundred (22,500) square foot building on the Property, consistent with the surrounding architectural elements, with fourteen thousand five hundred (14,500) square feet of retail space at the ground level, two thousand four hundred (2,400) square feet for two (2) two (2) bedroom apartments on the second level and parking at the rear of the building for twenty-six (26) cars (the "Project"); and

WHEREAS, The Company has proposed to undertake the redevelopment of the Property in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Company and the City, including but not limited to the acquisition of the Property, the renovation of the building, to be financed in part by Incremental Taxes, if any, deposited in the Bryn Mawr/Broadway Redevelopment Project Area Tax Allocation Fund (as defined in the T.I.F. Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, Pursuant to Resolution 03-CDC-19 adopted by the Community Development Commission of the City of Chicago (the "Commission") on April 8, 2003, the Commission authorized the City's Department of Planning and

Development ("D.P.D.") to publish notice pursuant to Section 5/11-74.4(c) of the Act of its intention to negotiate a redevelopment agreement with the Company for the Project and to request alternative proposals for redevelopment of the site or a portion thereof; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the site or a portion thereof and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the site or a portion thereof within thirty (30) days after such publication, pursuant to Resolution 03-CDC-19, the Commission has recommended that the Company be designated as the developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Company for the Project; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Company is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Company and the City substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. 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.

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

Exhibit "A".

*Bryn Mawr Real Estate Properties, L.L.C.
Redevelopment Agreement*

By And Between

The City Of Chicago

And

Bryn Mawr Real Estate Properties, L.L.C.

BRYN MAWR REAL ESTATE PROPERTIES L.L.C.
REDEVELOPMENT AGREEMENT

This Bryn Mawr Real Estate Properties L.L.C. Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 2003, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Bryn Mawr Real Estate Properties L.L.C. an Illinois limited liability company (the "Developer"). Capitalized terms not otherwise defined herein shall have the meaning given in Section 2.

RECITALS

A. City Council Authority: To induce redevelopment pursuant to provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "Act") the City Council of the City (the "the City Council") adopted certain ordinances on December 11, 1996 approving a redevelopment plan for the Bryn Mawr/Broadway Redevelopment Project Area (the "Redevelopment Area"), designating the Redevelopment Area as a "redevelopment project area" under the Act, adopting tax increment allocation financing for the Area (collectively, the "TIF Ordinances"). The Redevelopment Area is legally described in Exhibit A hereto.

B. The Project: The Developer intends to undertake the redevelopment project described in Exhibit B hereto (the "Project") with respect to certain City-owned property, to be acquired by the Developer on the Closing Date, located within the Redevelopment Area and commonly known as 1100-1114 West Bryn Mawr, Chicago, Illinois and legally described on Exhibit C (the "Property"). The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement. The Project will be carried out in accordance with this Agreement and the City of Chicago Bryn Mawr/Broadway Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan").

C. City Financing: The City agrees to use Available Incremental Taxes to reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

D. Prior TIF Financing: Pursuant to a note ordinance adopted by the City Council on June 4, 1997 (the "Note Ordinance"), the City pledged Incremental Taxes (as hereinafter defined) for the payment of redevelopment project costs in connection with the Bryn Mawr-Belle Shore Limited Partnership Redevelopment Agreement dated as of July 1, 1997, as follows: (i) an amount not to exceed \$7,620,873 to pay a portion of an FHA-insured mortgage loan (the "Interest Costs") and (ii) for the payment of principal and interest on City of Chicago \$1,800,000 Subordinate Tax Increment Allocation Note (Bryn Mawr/Broadway Redevelopment Project), Taxable Series 1997 (the "Note") of which \$1,505,000 in principal, plus interest, that becomes due and payable thereon until maturity, remained outstanding as of January 1, 2003.

Payment of the Interest Costs is secured by a pledge of First Lien Revenues, as defined in the Note Ordinance. The Note and any additional notes issued pursuant to the Note Ordinance are secured by a pledge of Pledged Revenues, as defined in the Note Ordinance. The pledge of Pledged Revenues is subject and subordinate to the prior pledge of First Lien Revenues in favor of the Interest Costs.

The Developer acknowledges that the Interest Costs and the Note are prior liens on the Redevelopment Area TIF Fund and that the Developer has no claim on any monies except for monies which are deposited into the General Account created pursuant to the Note Ordinance and which have not been designated for any other purpose under Section 9(e) of the Note Ordinance, and further subject to the conditions, limitations, requirements, terms and conditions of this Agreement. The Developer further acknowledges that pursuant to the Note Ordinance, the City, from time to time in the future, may issue additional Additional Bonds, Junior Lien Bonds or Refunding Bonds, as those terms are defined in the Note Ordinance (collectively referred to herein as the "Superior Lien Obligations") and if and when issued, payment of principal of, premium, if any, and interest on the Superior Lien Obligations would have a prior lien on the Pledged Revenues over any obligation created under this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer. For purposes of this Agreement, and without in anyway limiting the foregoing sentence, Affiliate shall include an Illinois corporation (hereinafter referred to as the "Restaurant Corporation") through which the Nookies Restaurant is operated and the capital stock of which is held in whole or in part by the members of the Developer.

"Available Incremental Taxes" shall mean a portion of the Excess Incremental Taxes in any year in an amount equal to ninety percent (90%) of the Incremental Taxes attributable to the taxes levied on the Property deposited in the Redevelopment Area TIF Fund, as adjusted to reflect the amount of the City Fee described in Section 4.05 hereof. Subject to the prior pledge of Incremental Taxes described in Recital D, such Available Incremental Taxes may consist of the Incremental Taxes directly attributable to the Property or other Incremental Taxes as are legally available for commitment to the Project.

"Certificate" shall mean the Certificate of Completion described in Section 7.01 hereof.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Fee" shall mean the fee described in Section 4.05 hereof.

"City Funds" shall mean the funds described in Section 4.02 hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Completion Date" shall mean the date the City issues its Certificate of Completion.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in Paragraph F of Exhibit D hereto.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating

to public health and safety and the environment now or hereafter in force, as amended and hereafter amended.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) in an amount not less than that set forth in Section 4.01 hereof.

"Event of Default" shall have the meaning set forth in Section 12 hereof.

"Excess Incremental Taxes" shall mean Incremental Taxes which are received and deposited into the General Account on an annual basis during the calendar year and which are available for the payment of Redevelopment Project Costs under Section 9(e) of the Note Ordinance after satisfying the requirements of the Note Ordinance with regard to the Interest Costs and Note.

"General Account" shall mean the General Account established in accordance with Section 9(e) of the Note Ordinance.

"General Contractor" shall mean the general contractor(s) hired by the Developer for the Project.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Redevelopment Area TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Lender Financing" shall mean funds borrowed by the Developer from lenders and used to pay for Costs of the Project otherwise secured by the Property.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise.

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit E-2.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit F hereto.

"Prior Expenditure(s)" shall mean those prior expenditures relating to the Project set forth in Exhibit G hereto.

"Prohibited Use" shall mean a fast-food chain restaurant, a national chain business (other than a Kinko's copy shop, which shall be a permitted use), a branch bank, an employment agency, a currency exchange, a payday loan store, a pawn shop, a psychic or astrological or palm-reading business, a bar or liquor store (which prohibition shall not apply to a bar operated incidental to a restaurant and having an incidental liquor license), an adult bookstore, a massage parlor, a hotel or motel, an off-track betting facility, a trailer-storage yard, a scrap yard, or any use similar to the preceding uses or otherwise identified in writing by DPD. The Commissioner of DPD shall have discretion to consent to a waiver of any of the foregoing prohibited uses for any specific development, which discretion shall be in the Commissioner's sole discretion.

"Project Budget" shall mean the budget attached hereto as Exhibit E-1, showing the total cost of the Project by line item, as the same may be amended from time to time with the consent of DPD.

"Redevelopment Area TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Reimbursement Event" shall mean an act or omission of by the Developer or its Affiliate resulting in an Event of Default relating to: (i) a material misrepresentation to the City related to the Project that the City relied upon (as reasonably determined by the City) in its decision to provide City Funds for the Project or to pay any such City Funds to the Developer; (ii) a fraudulent act or omission related to the Project; (iii) a misappropriation of funds from the uses set forth in the Project Budget resulting in the receipt by the Developer or its Affiliates of additional fees, commissions or compensation not disclosed in such Project Budget or otherwise approved in writing by DPD; (iv) any intentional or material waste to the Project improvements or any portion thereof; (v) any unapproved use of City Funds for payment or reimbursement of amounts other than costs of the TIF-Funded Improvements; (vi) a breach of the transfer and assignment restrictions contained in this Agreement; (vii) any material breach of the representations, warranties or covenants regarding environmental matters contained in this Agreement, as applicable; (viii) the occurrence of any material uninsured casualty event to any portion of the Project improvements unless the portion of the improvements damaged by such event is restored within a reasonable period of time; (ix) material misappropriation or misapplication of insurance proceeds or condemnation awards relating to the Project; (x) any material misrepresentation in any Economic Disclosure Statements and Affidavit submitted by the Developer or its Affiliates; (xi) any receipt of City Funds after the occurrence of an Event of Default, or the occurrence of an event which, if prompt notice of such event had been given, would have entitled the City to withhold, suspend, reduce or terminate the disbursement of such City Funds under this Agreement.

"Restaurant Opening Date" shall mean the first date on which the Nookies Restaurant, as described in Exhibit B, has opened for business.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit H, to be delivered by the Developer to DPD pursuant to Section 4.03 of this Agreement.

"Survey" shall mean a survey of the Property prepared in accordance with Minimum Standard Detail Requirements adopted for ALTA/ACSM Land Title Surveys (1999 Revision), including such Table A requirements as the City may reasonably require, dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property resulting from the Project, if any).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the earlier to occur of: (a) the date on which the Redevelopment Area is no longer in effect, and (b) the date on which the final payment of City Funds is made under this Agreement.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement, as set forth on Exhibit I, as the same may be amended with DPD's consent.

"Title Company" shall mean **[INSERT NAME]**.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

SECTION 3. THE PROJECT

3.01 The Project. The Developer will complete the Project no later than eighteen (18) months after the issuance of a building permit for a Nookies restaurant on the Property.

3.02 Project Budget. The Developer has furnished to DPD, and DPD has approved, the Project Budget. The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity shall be sufficient to complete the Project, and (b) to the best of the Developer's knowledge, the Project Budget is true, correct and complete in all material respects.

3.03 DPD Approval. Any approval granted by DPD under this Agreement is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project or otherwise lessen the Developer's obligations under Section 5.02.

3.04 Survey Update. On the Completion Date, the Developer shall provide an updated Survey if the Project added new improvements to the Property.

3.05 Signs and Public Relations. The Developer shall erect a sign in accordance with a template provided by DPD, and subject to final approval by DPD, in a conspicuous location on the Property during the Project indicating that financing has been provided in part by the City.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$3,132,169, which the Developer will initially fund from the following sources:

Equity	\$ 716,792
Lender Financing	\$ 2,415,377

ESTIMATED TOTAL	\$3,132,169

Such sources of funds shall be used to pay all Project costs because no City Funds will be paid until the City's issuance of a Certificate, and then only as specified in Section 4.02. Except for the City Funds, no other City financial assistance or incentives have been or will be provided for the Project.

4.02 Reimbursement from City Funds. City Funds may only be used to reimburse the Developer after the issuance of a Certificate for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit I sets forth the maximum amount of costs that may be reimbursed from City Funds for each line item therein, contingent upon receipt by the City of documentation satisfactory to DPD. City Funds shall not be paid to the Developer hereunder prior to the issuance of a Certificate. In no event shall the City reimburse the Developer in excess of the lesser of (a)\$300,000, or (b) 9.58% of the Project costs, as set out in the final Project Budget. Such

payments shall be made after the issuance of a Certificate in five equal annual installments of \$60,000 upon the Developer's submission of a Requisition Form in accordance with Section 4.03, provided, however, that \$60,000 shall be paid prior to the Restaurant Opening Date from Available Incremental Taxes. Furthermore, in no instance shall the total City Funds paid under this Agreement, together with any other financial assistance provided to the Developer with respect to the Project (including, without limitation, the value of any tax assessment incentives, abatements or reductions), exceed twenty-five percent (25%) of the Project costs, as set out in the final Project Budget. The City shall have the right, in its sole discretion, to make payments in excess of \$60,000 and /or to shorten the five-year payment period if it so elects.

Subject to the terms and conditions of this Agreement, the City hereby agrees to provide funds solely from Available Incremental Taxes to reimburse the Developer for the cost of TIF-Funded Improvements up to the maximum amount determined under the preceding paragraph (the "City Funds"). City Funds derived from Available Incremental Taxes shall be available to pay such costs and allocated for such purposes only so long as:

- (i) The amount of the Available Incremental Taxes is sufficient to pay for such costs;
- (ii) The City has been paid the City Fee described in Section 4.05 below; and
- (iii) No Event of Default exists under this Agreement.

The Developer acknowledges and agrees that the City's obligation to pay any City Funds is contingent upon the fulfillment of the conditions set forth in parts (i), (ii) and (iii) above, as well as the prior issuance of the Certificate (except for the one-time payment provided under the first paragraph of this Section 4.02) and the Developer's satisfaction of all other applicable terms and conditions of this Agreement, including, without limitation, compliance with the covenants in Section 8.05.

4.03 Requisition Form. On the Completion Date and on each September 30th (or such other date as the parties may agree to) thereafter and continuing throughout the Term of the Agreement, the Developer shall provide DPD with a Requisition Form, along with the documentation described therein. Requisition for reimbursement of TIF-Funded Improvements shall be made not more than one time per year (or as otherwise permitted by DPD). Upon DPD's request, the Developer shall meet with DPD to discuss any Requisition Form(s).

4.04 Prior Expenditures. Exhibit G hereto sets forth the prior expenditures approved by DPD as of the date hereof.

4.05 City Fee. Annually, the City may allocate an amount not to exceed ten percent (10%) of the Excess Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. Such fee shall be in addition to and

shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

4.06 Cost Overruns. The Developer shall be solely responsible for any Project costs in excess of those set forth in the Project Budget and shall hold the City harmless from any and all such costs.

4.07 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The payment of City Funds is subject to being terminated and/or reimbursed as provided in Section 12.

4.08 Sale of 2 City-Owned Real Property Parcels. The City agrees to sell and Developer agrees to purchase the lots located at 1100 and 1114 West Bryn Mawr Avenue (the "Property"), and legally described in Exhibit C, for \$1,295,000 total purchase price that shall be paid in cash in full by the Developer at Closing, subject to the following terms and conditions:

(a) Form of Deed. The City will convey the Property to the Developer by quit claim deed ("Deed"), subject only to the terms of this Agreement and the following:

- (i) The Redevelopment Plan for this Redevelopment Area.
- (ii) The standard exceptions in an ALTA title insurance policy.
- (iii) Taxes which are not yet due and owing.
- (iv) Easements, encroachments, covenants and restrictions of record and not shown of record.
- (v) Such defects which cannot reasonably be cured but will not affect the use or marketability of the Property.

(b) Title Commitment and Insurance. The City agrees to provide the Developer with a current title commitment issued by Chicago Title Insurance Company showing the City in title to the Property. The Developer will pay the cost of, and will be responsible for, obtaining any title insurance, extended coverage or endorsements it deems necessary.

(c) Survey. The Developer will be responsible for any survey it deems necessary.

(d) Real Estate Taxes. The City agrees to obtain the waiver of any delinquent real estate tax liens on the Property. The Developer will be responsible for all taxes accruing after the Closing.

(e) Recordation of Deed. The Developer, at its expense, will promptly record the Deed at the Office of the Cook County Recorder of Deeds.

4.09 Environmental Matters Concerning the Acquired Property.

(a) The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is".

(b) It is responsibility of the Developer, at its sole cost and expense, to obtain a phase I environmental report prior to Closing. Prior to the Closing, the Developer, or the environmental consultant it retains to perform the phase I investigation, as the case may be, will have the right to request a right of entry for the purpose of inspecting the Property as part of such phase I investigation. If such a request is made, the City will grant the Developer and its environmental consultant a right of entry for such purpose. The granting of the right of entry, however, will be contingent upon the Developer or the environmental consultant it retains to perform the phase I investigation, as the case may be, obtaining all the following types and amounts of insurance: (x) Commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; (y) if applicable, automobile liability insurance with limits of not less than \$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage; and (z) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to perform any work on the Property. All insurance policies will be from insurance companies authorized to do business in the State of Illinois, and will remain in effect until completion of all phase I environmental inspection activity on the Property. The Developer or the environmental consultant it retains to perform the phase I investigation, as the case may be, will deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer or the environmental consultant it retains to perform the phase I investigation, as the case may be, will in no way limit the Developer's liabilities and responsibilities stated in this Agreement.

(c) The Developer or the environmental consultant it retains to perform the phase I investigation, as the case may be, agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity will not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer will be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer's or the environmental consultant's activities on the Property prior to Closing will be limited to those reasonably necessary to perform the inspection work, if any, the Developer or the environmental consultant may wish to perform prior to Closing, or, subject to the terms of an agreed upon right of entry, any remediation work. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer will keep

the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens.

(d) The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property. If prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare these Real Estate Purchase Sections (Sections 4.08 and 4.09) null and void by giving written notice thereof to the City. The Developer agrees that a request to terminate the Real Estate Purchase Sections will not be made until all reports concerning the condition of the Property have been reviewed by the City.

(e) If after the Closing, the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized, it will be the sole responsibility and obligation of the Developer to take such action as is necessary to put the Property in a condition which is suitable for the intended use of the Property.

SECTION 5. CONDITIONS PRECEDENT

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

5.01 Project Budget. DPD must have approved the Project Budget.

5.02 Other Governmental Approvals. The Developer must have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD. Such approvals shall include, without limitation, all building permits necessary for the Project; provided, however, that if the City agrees to close before construction commences, such building permits shall be secured prior to commencement of any such construction work.

5.03 Financing. The Developer must have furnished proof reasonably acceptable to the City that it has Equity and Lender Financing to complete the Project. Any liens against the Project in existence at the Closing Date must have been subordinated to this Agreement pursuant to a Subordination Agreement in the form of Exhibit J to be recorded, at the expense of the Developer, with the Recorder's Office of Cook County.

5.04 Acquisition and Title. The Developer must have furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured, along with copies of all Schedule B title exception documents. The Title Policy must be dated as of the Closing Date and contain only those title exceptions listed on Exhibit F hereto and evidence the recording of this Agreement. The Title Policy must contain such endorsements as may

be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. If the Project involves any acquisition of real property, the Developer must have provided DPD with documentation related to such acquisition.

5.05 Evidence of Clean Title. The Developer, at its own expense, must have provided the City with searches under its name and the names of its two members as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer.

5.06 Surveys. The Developer must have furnished the City with three (3) copies of the Survey.

5.07 Insurance. The Developer, at its own expense, must have insured the Property in accordance with Exhibit L hereto, and delivered to DPD actual policies or Accord Form 27 certificates evidencing the required coverages.

5.08 Opinion of the Developer's Counsel. On the Closing Date, the Developer must have furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit K, with such changes as may be acceptable to Corporation Counsel.

5.09 Evidence of Prior Expenditures. The Developer must have provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures.

5.10 Financial Statements. The Developer must have provided DPD with such financial statements as DPD may reasonably require.

5.11 Documentation. The Developer must have provided documentation to DPD, satisfactory in form and substance to DPD, with respect to the planned operations of the Nookies restaurant.

5.12 Environmental. The Developer must have provided DPD with copies of the phase I environmental audit completed with respect to the Property and a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.13 Corporate Documents; Economic Disclosure Statement. The Developer must have provided a copy of its Articles of Organization containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and the State of Illinois; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws and such other corporate documentation as the City has requested. The Developer must also have provided the City with a completed Economic Disclosure Statement dated as of the Closing Date.

5.14 Litigation. The Developer must have provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving the Developer and the Property.

SECTION 6. AGREEMENTS WITH CONTRACTORS AND CONSTRUCTION REQUIREMENTS

In connection with the Project, the Developer shall comply with, and shall cause the general contractor and all subcontractors to comply with, the construction requirements set forth in Exhibit D that are applicable to such parties. Such requirements are specific City requirements that must be satisfied and include, without limitation, wage, MBE/WBE utilization and City resident hiring requirements

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the construction of the Project in accordance with the terms of this Agreement and upon the Developer's written request, DPD shall either issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project (exclusive of the operations covenant in Section 8.05) in accordance with the terms of this Agreement or a written statement detailing the measures which must be taken in order to obtain the Certificate. DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the performance of the work associated with the Project improvements. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02 and 8.05 as covenants that run with the land will bind any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee under Section 15.15 of this Agreement.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, no Certificate will ever be issued, and the City will have the right to terminate this Agreement. If this occurs, no City Funds will ever be paid to the Developer. In addition, if the Project's TIF-Funded Improvements include any public improvements, the City will have the right (but not the obligation) to complete such public improvements and the Developer must immediately reimburse the City for all reasonable costs and expenses incurred in completing such public improvements.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER

8.01 General. The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Developer is an Illinois limited liability company duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its Articles of Organization or operating agreement, as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) during the Term of this Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein, free and clear of all liens except for the Permitted Liens and such other matters as DPD may consent to in writing;

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any agreement or instrument related to the borrowing of money to which the Developer is bound or for which the Property serves as collateral;

(i) any financial statements provided to the City are and will be, at the time of submittal, true, complete and correct in all material respects;

(j) the Developer shall not directly or indirectly do any of the following without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (1) be a party to any merger, liquidation or consolidation; (2) sell (including, without limitation, any sale and leaseback), transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property; or (3) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition. Notwithstanding anything to the contrary contained in the foregoing sentence or this Agreement, neither the Restaurant Corporation, nor its shareholders shall be restricted from engaging in any transaction or series of transactions (including without limitation, any dissolution, merger, consolidation, or other reorganization of the Restaurant Corporation, or any issuance, sale, gift, transfer or redemption of any capital stock of the Restaurant Corporation, or any combination of any of the foregoing transactions) provided such transaction or transactions does not result in the transfer of control of the Restaurant Corporation. The term "control" as used herein means the power to directly or indirectly direct or cause the direction of the management or policies of the Restaurant Corporation;

(k) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City; and

(l) the Property shall not be used for any Prohibited Use.

8.02 Covenant to Redevelop. The Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the Redevelopment Plan, the TIF Ordinances, the Project Budget and all amendments thereto, and all applicable federal, state and

local laws, ordinances, rules, regulations, executive orders and codes. The covenants set forth in this Section shall run with the land but shall be deemed satisfied and shall terminate when the City issues its Certificate for recording in the Recorder's Office of Cook County.

8.03 Use of City Funds. City Funds shall be used by the Developer solely to reimburse the Developer for its payment for the TIF-Funded Improvements.

8.04 Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area; provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto. If any such bonds are issued, the City may use the proceeds thereof to reimburse the Developer for any amounts remaining due under this Agreement.

8.05 Leasing and Occupancy Covenants. The Developer covenants that for a period of five years from the Restaurant Opening Date, the Developer or the Restaurant Corporation shall continuously operate the Nookies Restaurant. If Nookies fails to operate during such five year period, then an immediate Event of Default shall exist. Notwithstanding such Event of Default or Section 12.02, the City shall not be entitled to terminate this Agreement for a period of eighteen (18) months from the date of such breach (assuming no other Event of Default exists hereunder which would entitle the City to terminate the Agreement), but the City shall not make any further payments of City Funds. If, during such eighteen (18) months cure period, the Developer or the Restaurant Corporation re-opens Nookies or the Developer relets the restaurant space to any commercial, retail or restaurant tenant that does not engage in a Prohibited Use and is reasonably acceptable to DPD and such replacement tenant opens for operations, the Developer shall have cured such Event of Default and shall thereafter again be entitled to payment of City Funds (and, if necessary, the five-year payment period shall be extended to permit full payment of such City Funds). The cure period provided for in this Section 8.05 is a one-time right.

During the Term of the Agreement, the Developer shall, at the time of filing the annual Requisition Form, provide DPD with a notarized affidavit certifying to its compliance with this Section 8.05 for the 12 month period ending the day prior to the date of such filing date of such certificate. The covenants set forth in this Section 8.05(a) shall run with the land and be binding upon any permitted transferee, if any, for the period set forth in the first paragraph of this Section 8.05.

8.06 Arms-Length Transactions. Unless disclosed in the approved Project Budget or unless DPD has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services

provided or materials supplied in connection with any TIF-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.07 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.08 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.09 Financial Statements. The Developer shall provide DPD with financial statements for each fiscal year within 90 days of the close of such fiscal year and, at DPD's request, shall provide such interim statements as DPD may require.

8.10 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit L.

8.11 Non-Governmental Charges. Except for the Permitted Liens, and subject to the next sentence, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

8.12 Compliance with Laws. The Property and the Project are and shall be owned and operated in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes.

8.13 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County. If the Permitted Liens include any existing mortgages, such mortgagee must execute a subordination agreement in the form of Exhibit J.

8.14 Real Estate Provisions; Governmental Charges. Subject to the next paragraph, the Developer will pay when due all Governmental Charges (as defined below) which are assessed

or imposed upon the Developer, the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances, including, but not limited to, general real estate taxes.

The Developer has the right, before any delinquency occurs, to contest any Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

8.15 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

SECTION 9. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

SECTION 10. INDEMNIFICATION

The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner directly or indirectly relating or arising out of this Agreement or the Project. The provisions of the undertakings and indemnification set out in this Section 10 shall survive the termination of this Agreement.

SECTION 11. MAINTAINING RECORDS/RIGHT TO INSPECT

The Developer shall (a) comply with the requirements of Paragraph H of Exhibit D during the Term of the Agreement and cause the other applicable parties to comply with such requirements, and (b) upon three (3) business days' notice, permit any authorized representative of the City to have access to all portions of the Project and the Property during normal business hours to confirm the Developer's compliance with its obligations under this Agreement.

SECTION 12. DEFAULT AND REMEDIES

12.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 12.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

(b) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(c) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(d) the entry of any judgment or order against the Developer or the Property which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(e) the dissolution of the Developer or the death of any natural person or persons that in the aggregate own greater than a 50% ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement; or

(f) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns 5% or more ownership interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns such a material interest in the Developer, for any crime (other than a misdemeanor).

12.02 Remedies. Subject to the one-time cure right provided in Section 8.05 and the right to cure provided in Section 12.03, upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy. However, the City shall not be entitled to recover any City Funds previously paid to the Developer unless the Event of Default involves a Reimbursement Event.

12.03 Curative Period. In the event the Developer fails to perform any covenant or obligation or breaches any representation or warranty which the Developer is required to perform under this Agreement, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured. No such cure period, however, shall apply to Events of Default described in Section 12(b), (c), (d), (e) or (f), which defaults shall have the cure periods described therein, if any. In addition, no cure period shall apply to default arising from a breach of operations covenant in Section 8.05 and such breach shall be an immediate Event of Default.

SECTION 13. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit F hereto. No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless it complies with the first sentence of Section 15.15 hereof.

SECTION 14. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

If to the City: City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, IL 60602
Attention: Commissioner

With Copies To: City of Chicago
Department of Law
Finance and Economic Development Division
121 North LaSalle Street, Room 600
Chicago, IL 60602

If to the Developer: Bryn Mawr Real Estate Properties L.L.C.
1746 North Wells Street
Chicago, Illinois 60614

With Copies To: Charles R. Bernardini, Esq.
Michael Best & Friedrich LLC
401 N. Michigan Avenue, Suite 1900
Chicago, Illinois 60611

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 clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (c) shall be deemed received two (2) business days following deposit in the mail.

SECTION 15. MISCELLANEOUS

15.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement Exhibit A hereto without the consent of any party hereto, and DPD may grant consents as explicitly provided for under certain sections of this Agreement. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 15.01 shall be defined as any deviation from the terms of the Agreement which operates to materially reduce the scope of the Project, to materially change the Project or business operations of the Developer at the Property, or increases the City Funds payable to the Developer.

15.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

15.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

15.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

15.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

15.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

15.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

15.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

15.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

15.10 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the

remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

15.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, and any bond ordinances relating to the Redevelopment Area, if any, such ordinance(s) shall prevail and control.

15.12 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

15.13 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

15.14 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

15.15 Assignment. The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City, which consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement. The foregoing limitation shall not prevent the Developer from collaterally assigning to a lender that is also providing financing for the Project the Developer's right to receive the payment of City Funds as security for such lender financing. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part. Notwithstanding anything to the contrary contained in the foregoing sentence or this Agreement, neither the Restaurant Corporation, nor its shareholders shall be restricted from engaging in any transaction or series of transactions (including without limitation, any dissolution, merger, consolidation, or other reorganization of the Restaurant Corporation, or any issuance, sale, gift, transfer or redemption of any capital stock of the Restaurant Corporation, or any combination of any of the foregoing transactions) provided such transaction or transactions does not result in the transfer of control of the Restaurant Corporation. The term "control" as used herein means the power to directly or indirectly direct or cause the direction of the management or policies of the Restaurant Corporation;

15.16 Binding Effect. This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as

provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

15.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

15.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

15.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 *et seq.*), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

15.20 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

15.21 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

15.22 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

L.L.C.,

BRYN MAWR REAL ESTATE PROPERTIES

an Illinois limited liability company

By: _____

Its Managing Member

CITY OF CHICAGO, acting by and through its
Department of Planning and Development

By: _____

Alicia Mazur Berg
Commissioner

STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Managing Member of Bryn Mawr Real Estate Properties L.L.C., an Illinois limited liability company (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the _____ of the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2003.

 Notary Public
 (SEAL)

My Commission Expires _____

STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Alicia Mazur Berg, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____th day of _____, ____.

 Notary Public

My Commission Expires _____

[(Sub)Exhibit "G" referred to in this Redevelopment Agreement with Bryn Mawr Real Estate Properties, L.L.C. unavailable at time of printing.]

(Sub)Exhibits "A", "B", "C", "D", "E-1", "E-2", "F", "H", "I", "J", "K" and "L" referred to in this Redevelopment Agreement with Bryn Mawr Real Estate Properties, L.L.C. read as follows:

(Sub)Exhibit "A".

(To Redevelopment Agreement With Bryn
Mawr Real Estate Properties, L.L.C.)

Street Boundary Description Of The Area.

Starting at a point on the southwest corner of 5251 North Winthrop Avenue; heading north to the southwest corner of 5401 North Winthrop Avenue; heading west to the east line of the alley between North Winthrop Avenue and the Chicago Transit Authority tracks; heading north to the southwest corner of 1111 West Bryn Mawr Avenue; heading east to the southeast corner of 1101 West Bryn Mawr Avenue; heading south approximately 100 feet along the west line of North Winthrop Avenue; heading east approximately 237 feet to the east line of the alley between North Winthrop Avenue and North Kenmore Avenue; heading north approximately 25 feet; heading east approximately 215 feet to the east line of North Kenmore Avenue; heading north approximately 75 feet along the east line of North Kenmore Avenue to the southwest corner of 1019 -- 1030 West Bryn Mawr Avenue; heading east approximately 150 feet to the west line of the alley between North Kenmore Avenue and North Sheridan Road; heading south approximately 50 feet along the west line of the alley between North Kenmore Avenue and North Sheridan Road; heading east approximately 245 feet to the east line of North Sheridan Road; heading north approximately 330 feet along the east line of North Sheridan Road; heading west approximately 240 feet to the west line of the alley between North Sheridan Road and North Kenmore Avenue; heading south approximately 22 feet along the west line of the alley between North Sheridan Road and North Kenmore Avenue to the northeast corner of 1018 -- 1030 West Bryn Mawr Avenue; heading west approximately 406 feet; heading south approximately 25 feet; heading west approximately 125 feet to the northwest corner of 1052 -- 1068 West Bryn Mawr Avenue; heading north approximately 87 feet along the east line of North Winthrop Avenue; heading west approximately 231 feet to the west line of the alley between North Winthrop Avenue and the Chicago Transit Authority tracks; heading south approximately 100 feet along the west line of the alley between North Winthrop Avenue and the Chicago Transit Authority tracks; heading west approximately 50 feet to the east line of 1118 -- 1126 West Bryn Mawr Avenue; heading north approximately 118 feet along the east line of 1118 -- 1126 West Bryn Mawr Avenue to the north line of the alley between West Bryn Mawr Avenue and 5619 -- 5627 North Broadway; heading west approximately 250 feet to the southwest corner of 5619 -- 5627 North Broadway; heading north approximately 100 feet along the east line of North Broadway; heading west approximately 137 feet to the corner of the bend in the alley between North Ridge Road and West Hollywood Avenue; heading generally northwest approximately 144 feet along the north line of the alley between North Ridge Road and West Hollywood Avenue; heading generally southwest

approximately 212 feet to the northwest corner of 5626 North Ridge Road; heading generally southeast approximately 150 feet to the northwest corner of 5610 North Ridge Road; heading generally southwest approximately 50 feet along the west line of 5610 North Ridge Road; heading generally northwest approximately 77 feet to the bend on the north line of 1218 -- 1232 West Bryn Mawr Avenue; heading west approximately 87 feet to the northwest corner of 1218 -- 1232 West Bryn Mawr Avenue; heading south approximately 181 feet to the northeast corner of 5556 North Magnolia Avenue; heading east approximately 188 feet along the south line of West Bryn Mawr Avenue to the northeast corner of 5553 -- 5559 North Magnolia Avenue; heading south approximately 520 feet along the west line of the alley between North Broadway and North Magnolia Avenue to the north line of 5500 -- 5506 North Broadway; heading east approximately 130 feet along the north line of 5500 -- 5506 North Broadway to the northeast corner of 5500 -- 5506 North Broadway; heading south approximately 88 feet to the southeast corner of 5500 -- 5506 North Broadway (northwest corner of the intersection of North Broadway and West Catalpa Avenue); heading west approximately 144 feet along the north line of West Catalpa Avenue; heading south approximately 850 feet along the west line of the alley between North Magnolia Avenue and North Broadway to the northeast corner of 5351 North Magnolia Avenue; heading east approximately 150 feet along the south line of 5350 North Broadway to the west line of North Broadway; heading north approximately 15 feet along the west line of North Broadway; heading east approximately 112 feet to the east line of North Broadway on the northwest corner of the vacated alley between 5345 -- 5347 North Broadway and 5351 -- 5353 North Broadway; heading east approximately 150 feet along the north line of the vacated alley between 5345 -- 5347 North Broadway and 5351 -- 5353 North Broadway to the southeast corner of 5351 -- 5353 North Broadway; heading north approximately 100 feet along the west line of the vacated alley between North Broadway and the Chicago Transit Authority tracks to the northeast corner of 5355 -- 5357 North Broadway; heading east approximately 100 feet along the south line of West Balmoral Avenue to the west line of the Chicago Transit Authority tracks; heading south approximately 606 feet along the west line of the Chicago Transit Authority tracks to the southeast corner of the Jewel parking lot located at 5301 -- 5325 North Broadway; heading east approximately 50 feet to the west line of the alley between the Chicago Transit Authority tracks and North Winthrop Avenue; heading south approximately 175 feet along the west line of the alley between the Chicago Transit Authority tracks and North Winthrop Avenue; heading east approximately 169 feet along the south line of 5250 North Winthrop Avenue to the west line of North Winthrop Avenue; and heading east approximately 68 feet to the point of origin at the southwest corner of 5251 North Winthrop Avenue.

(Sub)Exhibit "B".
(To Redevelopment Agreement With Bryn
Mawr Real Estate Properties, L.L.C.)

Description Of The Project.

The Project shall be completed in accordance with the plans and specifications and the signage requirements described below, copies of which have been provided to D.P.D. and which are or shall be a part of the Construction Contract.

The Developer shall purchase from the City the parcels located at 1100 and 1114 West Bryn Mawr Avenue (the "Property") in the Bryn Mawr/Broadway Redevelopment Project Area. The Project consists of the renovation of the twenty-two thousand five hundred (22,500) square foot building on the Property, consistent with the surrounding architectural elements, with fourteen thousand five hundred (14,500) square feet of retail space at the ground level, two thousand four hundred (2,400) square feet for two (2) two (2) bedroom apartments on the second (2nd) level and parking at the rear of the building for twenty-six (26) cars. A Nookies Restaurant will occupy seven thousand five hundred (7,500) square feet of building space at the ground level, establishing a family-style restaurant serving breakfast, lunch and dinner, similar to the three (3) other established Nookies Restaurants in other locations in the City. In addition, the Developer will simultaneously market the remaining portion of the building to retailers appropriate for the area. The Developer will play an active role in furthering the redevelopment of the Bryn Mawr Historic District.

(Sub)Exhibit "C".
(To Redevelopment Agreement With Bryn
Mawr Real Estate Properties, L.L.C.)

Legal Description Of Property.

Parcel 1:

Lots 10 to 12 (except the east 50 feet of said lots) in Block 9 in Cochran's Addition to Edgewater, a subdivision of the south 1,946 feet of the west 1,320 feet thereof of the east fractional half of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The east 50 feet of Lots 10, 11 and 12 in Block 9 of Cochran's Addition to Edgewater, a subdivision of the south 1,946 feet of the west 1,320 feet of the east fractional half of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Street Addresses:

1100 West Bryn Mawr Avenue

1114 West Bryn Mawr Avenue.

Permanent Index Numbers:

14-05-408-024

14-05-408-023.

(Sub)Exhibit "D".
(To Redevelopment Agreement With Bryn
Mawr Real Estate Properties, L.L.C.)

Construction Requirements.

A. Construction Contract. Upon D.P.D.'s request, the Developer must provide D.P.D. with a certified copy of the construction contract, together with any modifications, amendments or supplements thereto, and upon D.P.D.'s request, a copy of any subcontracts.

B. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

C. Employment Profile. Upon D.P.D.'s request, the Developer, the General Contractor and all subcontractors must submit to D.P.D. statements of their respective employment profiles.

D. Prevailing Wage. The Developer, the General Contractor and all sub-contractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this paragraph D.

E. Employment Opportunity. The Developer shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(1) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(2) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(3) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(4) Each Employer, in order to demonstrate compliance with the terms of this paragraph, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(5) Each Employer shall include the foregoing provisions of subparagraphs (1) through (4) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(6) Failure to comply with the employment obligations described in this paragraph E shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

F. City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of D.P.D., the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of D.P.D., affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this paragraph concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of non-compliance, it is agreed that one-twentieth of one percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of one-twentieth of one percent (.0005) x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the

categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this paragraph F to be included in all construction contracts and subcontracts related to the Project.

G. The Developer's M.B.E./W.B.E. Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

(1) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this paragraph G during the course of the Project, at least the following percentages of the M.B.E./W.B.E. Budget attached hereto as) (Sub)Exhibit E-2 (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by M.B.E.s or W.B.E.s:

- i. At least twenty-five percent (25%) by M.B.E.s.
- ii. At least five percent (5%) by W.B.E.s.

(2) For purposes of this paragraph G only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

(3) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one (1)

or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by the Developer utilizing a M.B.E. or a W.B.E. as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one (1) or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the Project from one (1) or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this paragraph G. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than the Project.

(4) Prior to the City's issuance of a Certificate, the Developer shall provide to D.P.D. a final report describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such report shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist D.P.D. in determining the Developer's compliance with this M.B.E./W.B.E. commitment. D.P.D. has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(5) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(6) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this paragraph G shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(7) Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of D.P.D. with regard to the Developer's compliance with its

obligations under this paragraph G. During this meeting, the Developer shall demonstrate to D.P.D. its plan to achieve its obligations under this paragraph G, the sufficiency of which shall be approved by D.P.D.. During the Project, the Developer shall, upon the request of the monitoring staff of D.P.D., such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by D.P.D., upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

H. Books And Records. The Developer, the General Contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

I. Incorporation In Other Contracts. The general contract and each subcontract shall include a rider incorporating paragraphs C, D, E(5) and H of this (Sub)Exhibit D and the insurance requirements in (Sub)Exhibit L. The general contract shall also incorporate in such rider paragraphs F and G of this (Sub)Exhibit D.

[(Sub)Exhibit "E-2" referred to in these Construction Requirements constitutes (Sub)Exhibit "E-2" to the Redevelopment Agreement with Bryn Mawr Real Estate Properties, L.L.C. and is printed on page 6755 of this *Journal*.]

[(Sub)Exhibit "L" referred to in these Construction Requirements constitutes (Sub)Exhibit "L" to the Redevelopment Agreement with Bryn Mawr Real Estate Properties, L.L.C. and is printed on pages 6764 through 6768 of this *Journal*.]

(Sub)Exhibit "E-1".
(To Redevelopment Agreement With Bryn
Mawr Real Estate Properties, L.L.C.)

Project Budget.

Purchase of Property	\$1,295,000
Site Improvements	70,000
Property Improvements	847,069
Restaurant Build-Out	590,000
Construction Period Interest	180,400
Contingency and Other Costs	<u>149,700</u>
TOTAL:	\$3,132,169

(Sub)Exhibit "E-2".
(To Redevelopment Agreement With Bryn
Mawr Real Estate Properties, L.L.C.)

M.B.E./W.B.E. Project Budget.

Property Improvements	\$ 847,069
Restaurant Build-Out	590,000*
Professional Fees	47,000
Demolition/Site Prep	40,000
On-Site Improvement/Landscaping	20,000
Off-Site Public Improvements	<u>10,000</u>
TOTAL:	\$1,554,069

* This amount may be reduced at the sole discretion of D.P.D. should the equipment or furniture costs be reduced.

(Sub)Exhibit "F".
(To Redevelopment Agreement With Bryn
Mawr Real Estate Properties, L.L.C.)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

[To be completed by Developer's counsel, subject to City approval.]

(Sub)Exhibit "H".
(To Redevelopment Agreement With Bryn
Mawr Real Estate Properties, L.L.C.)

Requisition Form.

State of Illinois)
)SS.
County of Cook)

The affiant _____, _____ of Bryn Mawr Real Estate Properties, L.L.C., a _____ limited liability company (the "Developer"), hereby certifies that with respect to that certain Bryn Mawr Real Estate Properties, L.L.C. Redevelopment Agreement between the Developer and the City of Chicago dated _____, 2003 (the "Agreement"):

A. Expenditures (final cost) for the Project, in the total amount of \$ _____, have been made.

B. This paragraph B sets forth and is a true and complete statement of all costs of T.I.F.-Funded Improvements for the Project reimbursed by the City to date:

\$_____

C. The Developer requests reimbursement for the following cost of T.I.F.-Funded Improvements:

\$_____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. The Developer has maintained its operations within the City of Chicago and is operating the Property for the same use and at substantially the same capacity as described in the Developer's T.I.F. application and/or the Redevelopment Agreement.

4. The financial statements for the Developer's most recently-concluded fiscal year are attached to this Requisition Form.

F. Attached hereto is a copy of the final approval of the Monitoring and Compliance Division of the Department of Housing with respect to M.B.E./W.B.E., City Resident hiring and prevailing wage matters. [Attach With First Requisition Form Only]

G. Attached hereto are copies of the front and back of the building permit for the work covered by the Project, and/or, if applicable, the certificate of occupancy for the Project. [Attach With First Requisition Form Only]

H. Attached hereto is a copy of the inspecting architect's confirmation of construction completion. [Attach With The First Requisition Form Only, If Requested By D.P.D.]

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

[Developer]

By: _____
Name

Title: _____

Subscribed and Sworn to before me this
_____ day of _____, _____.

My commission expires: _____.

Agreed and Accepted:

Name

Title: _____
City of Chicago,
Department of Planning
and Development

(Sub)Exhibit "I".
(To Redevelopment Agreement With Bryn
Mawr Real Estate Properties, L.L.C.)

T.I.F.-Funded Improvements.

Line Item	Cost
Acquisition	\$300,000
TOTAL:	\$300,000

(Sub)Exhibit "J".
(To Redevelopment Agreement With Bryn
Mawr Real Estate Properties, L.L.C.)

Form Of Subordination Agreement.

Subordination Agreement.

This subordination agreement ("Agreement") is made and entered into as of the _____ day of _____, ____ between the City of Chicago by and through its Department of Planning and Development (the "City"), [Name of Lender], a [national banking association] (the "Lender").

Witnesseth:

Whereas, Bryn Mawr Real Estate Properties, L.L.C. (the "Borrower") intends to undertake the redevelopment project described in (Sub)Exhibit 1 hereto (the "Project") with respect to certain City-owned property, to be acquired by the Developer, located within the Bryn Mawr/Broadway Redevelopment Project Area and commonly known as 1100 and 1114 West Bryn Mawr Avenue, Chicago, Illinois and legally described on (Sub)Exhibit 2 (the "Property"), the completion of which would not reasonably be anticipated without the financing contemplated in that certain redevelopment agreement dated the date hereof between the Borrower and

the City (the "Redevelopment Agreement"). The Project will be carried out in accordance with the Redevelopment Agreement and the City of Chicago Bryn Mawr/Broadway Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan;

Whereas, [Insert Bank Name] ("Lender") and the Borrower have entered into a certain loan agreement dated as of _____ pursuant to which the Lender has agreed to make a loan to the Borrower in an amount not to exceed _____ (the "Loan"), which Loan is evidenced by a Mortgage Note and executed by the Borrower in favor of the Lender (the "Note"), and the repayment of the Loan is secured by, among other things, certain liens and encumbrances on the Property and other property of the Borrower pursuant to the following: (i) Mortgage dated _____ and recorded _____ as document number _____ made by the Borrower to the Lender; and (ii) Assignment of Leases and Rents dated _____ and recorded _____ as document number _____ made by the Borrower to the Lender (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents");

Whereas, Pursuant to the Redevelopment Agreement, the Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections 8.02 and 8.05 of the Redevelopment Agreement (the "City Encumbrances");

Whereas, The City has agreed to enter into the Redevelopment Agreement with the Developer as of the date hereof, subject, among other things, to (a) the execution by the Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances;

Now, Therefore, For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to receive, and the Developer's ability to make payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein.

2. Notice Of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and

(b) copies of waivers, if any, of the Developer's default in connection therewith. Under no circumstances shall the Developer or any third party be entitled to rely upon the agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the Agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If To The City:

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

with a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If To The Lender:

Attention: _____

with a copy to:

Attention: _____

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two (2) or counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one (1) instrument.

In Witness Whereof, This Subordination Agreement has been signed as of the date first written above.

[Lender], [a national banking
association]

By: _____

Its: _____

9/4/2003

REPORTS OF COMMITTEES

6763

City of Chicago

By: _____

Its: _____

Commissioner,
Department of Planning
and Development

Acknowledged and Agreed to this
____ day of _____, _____

[Developer], a _____

By: _____

Its: _____

State of Illinois)
)SS.
County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Alicia Mazur Berg, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, she signed and delivered the said instrument pursuant to authority given to her, 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 _____, _____

Notary Public

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of [Lender], a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, ____.

Notary Public

My commission expires: _____.

[Seal]

[(Sub)Exhibits 1 and 2 referred to in this Form of Subordination Agreement unavailable at time of printing.]

(Sub)Exhibit "K".
(To Redevelopment Agreement With Bryn
Mawr Real Estate Properties, L.L.C.)

Opinion of Developer's Counsel.

[To Be Retyped On The Developer's Counsel's Letterhead]

City of Chicago
121 North LaSalle Street
Chicago Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Bryn Mawr Real Estate Properties, L.L.C., an Illinois limited liability company (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Bryn Mawr/Broadway Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) Bryn Mawr Real Estate Properties, L.L.C. Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Organization, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all proceedings relating to the Project; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of organization, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign entity under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's Articles of Organization or Bylaws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. To the best of our knowledge after diligent inquiry, no judgments are

outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

6. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

7. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

8. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

9. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

10. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

Name: _____

(Sub)Exhibit "L".

(To Redevelopment Agreement With Bryn
Mawr Real Estate Properties, L.L.C.)

Insurance Requirements.

(Revised February, 2002 Per J. Opoka)

A. Developer.

The Developer must provide and maintain at Developer's own expense during the term of the Agreement the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(1) Workers' Compensation And Employer's Liability -- Mandatory Coverage.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement, and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

(2) Commercial General Liability (Primary And Umbrella) -- Mandatory Coverage.

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages must

include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(3) All Risk Property -- Mandatory Coverage.

All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. The City of Chicago is to be named an additional insured on a primary, non-contributory basis during the term of the Agreement.

B. Developer Or Contractor.

The Developer must provide and maintain, or caused to be provided by Contractor, the following insurance during the Construction phase of the Project work:

(1) Workers' Compensation And Employer's Liability -- Mandatory Coverage.

Same as (1) above, but with coverage limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

(2) Commercial General Liability (Primary And Umbrella) -- Mandatory Coverage.

Same as (2) above.

(3) Automobile Liability (Primary And Umbrella) -- Mandatory Coverage.

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(4) Railroad Protective Liability -- Specialized Coverage, As Applicable.

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations Contractor or

subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(5) Builder's Risk -- Mandatory Coverage.

When Developer undertakes any construction, including improvements, betterments and/or repairs, the Developer must provide or cause to be provided, All Risk Builder's Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility or project. The City of Chicago is to be named as an additional insured and loss payee.

(6) Professional Liability -- Mandatory Coverage.

When any architects, engineers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(7) Valuable Papers -- Mandatory Coverage.

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(8) Contractor's Pollution Liability -- Specialized Coverage, As Applicable.

When any work is performed which may cause a pollution exposure, Contractor's Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement scope of services with limits of not less than One Million Dollars (\$1,000,000) per occurrence. When policies are renewed

or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured.

C. Additional Requirements.

The Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must 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 must be borne by Developer.

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

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

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under the Agreement.

The required insurance must not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity in this Agreement given as a matter of law.

The Developer must require the Contractor to provide the insurance required herein or Developer may provide the coverages for the Contractor. All Contractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If the Developer, or any Contractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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

AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE IMPACT FEES
AND EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH
CHICAGO PARK DISTRICT AND PUBLIC BUILDING
COMMISSION OF CHICAGO FOR ACQUISITION OF
PROPERTY AND CONSTRUCTION OF PARK AREA
AT 119 -- 125 SOUTH DESPLAINES STREET
AND 610 -- 624 SOUTH ADAMS STREET.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement among the City of Chicago, the Chicago Park District and the Chicago Public Building Commission and the expenditure of Open Space Impact Fee 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) 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Chicago Park District (the "Park District") is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois and, as such, is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, Pursuant to the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition, construction and rehabilitation of public buildings and facilities for use by local public agencies in the furnishing of essential governmental services; and

WHEREAS, The Commission is authorized and empowered by the Act to acquire the fee simple title to real property, including easements and reversionary interests in streets, alleys and other public places, by purchase or the exercise of eminent domain, for public improvements in an area or areas that have been selected, located and approved by the governing bodies of the City and the Commission; and

WHEREAS, The Commission has proposed the acquisition of a parcel of land commonly known as 119 -- 125 South Desplaines Street and 610 -- 624 West Adams Street and legally described in Exhibit A (the "Property"), to be built and maintained as a park on the Property by the Park District (the "Project"); and

WHEREAS, The Property lies wholly within the boundaries of the Canal/Congress Redevelopment Area (as hereinafter defined); and

WHEREAS, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, In accordance with the provisions of the Act and pursuant to ordinances adopted on November 12, 1998 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of Proceedings*") for said date at pages 81881 -- 81991, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Canal/Congress Redevelopment Project Area" (the "Canal/Congress Redevelopment Area"); (ii) designated the Canal/Congress Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Canal/Congress Redevelopment Area; and

WHEREAS, In accordance with the provisions of the Act, and pursuant to ordinances adopted on August 30, 2000 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of Proceedings*") for said date at pages 39298 -- 39405, the City Council: (i) approved and adopted a redevelopment plan and project for a portion of the City known as the "Jefferson/Roosevelt Redevelopment Project Area" (the "Jefferson/Roosevelt Redevelopment Area"); (ii) designated the Jefferson/Roosevelt Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Jefferson/Roosevelt Redevelopment Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(4), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay costs of the construction of public works or improvements (Increment collected from the Canal/Congress Redevelopment Area

shall be known as the "Canal/Congress Increment"; Increment collected from the Jefferson/Roosevelt Redevelopment Area shall be known as the "Jefferson/Roosevelt Increment"; and together, the Canal/Congress Increment and the Jefferson/Roosevelt Increment shall be known as the "City Increment"); and

WHEREAS, The Commission is acquiring title to the Property and will hold title to the Property in trust for the benefit of the City until such time as title to the Property is transferred to the Park District; and

WHEREAS, Pursuant to 65 ILCS 5/11-74.4-4(q), the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the Increment is received (the "Transfer Rights"); and

WHEREAS, D.P.D. wishes to use a portion of the City Increment in an amount not to exceed Three Million Dollars (\$3,000,000) for the purpose of partially funding the acquisition and environmental remediation of the Property (the "T.I.F.-Funded Improvements") in the Canal/Congress Redevelopment Area to the extent and in the manner provided in the P.B.C. Agreement (as hereinafter defined); and

WHEREAS, The City will agree and contract to exercise its Transfer Rights pursuant to the Act, the Jefferson/Roosevelt ordinance and the Jefferson/Roosevelt Plan in order to pay for certain T.I.F.-Funded Improvements in the Canal/Congress Redevelopment Area, to the extent and in the manner provided in the P.B.C. Agreement (as hereinafter defined); and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the T.I.F.-Funded Improvements, within the boundaries of the Canal/Congress Redevelopment Area; and

WHEREAS, Following the completion of the T.I.F.-Funded Improvements, the Property will be conveyed by the Commission in fee simple to the Park District as provided in the P.B.C. Agreement; and

WHEREAS, The City, Park District and the Commission have agreed to enter into an intergovernmental agreement in substantially the form attached hereto as Exhibit B (the "P.B.C. Agreement") whereby the City shall pay for or reimburse the Commission for a portion of the T.I.F.-Funded Improvements; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Near West Side Community Area have deepened the already significant deficit of open space in said Near West Side Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 and appearing on pages 69309 to 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* of same date; and

WHEREAS, D.P.D. wishes to use proceeds from the Open Space Fees collected by D.O.R. in an amount not to exceed One Million Six Hundred Thousand Dollars (\$1,600,000) (the "Open Space Assistance") for the purpose of partially funding the acquisition of the Property (the "Purchase") to create open spaces for the benefit of the residents of the North West Side Community Area; and

WHEREAS, The Park District has proposed the construction of park improvements on the Property to create a park which will provide open space and recreational facilities for the benefit of the residents of the North West Side Community Area; and

WHEREAS, D.P.D. wishes to make available to the Park District proceeds from the Open Space Fees collected by D.O.R. in an amount not to exceed Four Hundred Thousand Dollars (\$400,000) for the purpose of partially funding the Project which will provide open space and recreational facilities for the benefit of the residents of the North West Side Community Area; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Commission has agreed to use the proceeds from the Open Space Assistance for the Purchase subject to the terms and conditions specified in the P.B.C. Agreement attached hereto as Exhibit B; and

WHEREAS, The City and the Park District have agreed to enter into an intergovernmental agreement in substantially the form attached hereto as Exhibit C (the "Park District Agreement") whereby the City shall pay for or reimburse the Park District for a portion of the Project costs; and

WHEREAS, The Park District has agreed to use the proceeds from the Open Space Fees for capital improvements relating to the Project subject to the terms and conditions specified in the Park District Agreement attached hereto as Exhibit C; and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees to assist the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Spaces Fees used for the Project will come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council (i) approve the use of the City Increment for the purposes set forth in this ordinance; (ii) approve the use of the Open Space Fees for the purposes set forth in this ordinance; (iii) make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and (iv) authorize the City to enter into each of the P.B.C. Agreement and the Park District Agreement (the "Agreements"); now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditures of the Open Space Fees for the Project as described herein, will directly and materially benefit

the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") is hereby authorized to provide Open Space Fee proceeds to 1) the Commission in an amount not to exceed One Million Six Hundred Thousand Dollars (\$1,600,000) and 2) the Park District in an amount not to exceed Four Hundred Thousand Dollars (\$400,000) from the corresponding funds to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, and to the approval of the City Comptroller, the Commissioner of D.P.D. is authorized to execute and deliver the Agreements, and such other documents as are necessary, between the City of Chicago, the Commission and the Park District, which may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

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

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A".

Legal Description Of The Property.

Address:

119 -- 125 South Desplaines Street; and
610 -- 624 West Adams Street
Chicago, Illinois.

Permanent Index Numbers:

17-16-106-002-0000;
17-16-106-003-0000;
17-16-106-012-0000;
17-16-106-016-0000;
17-16-106-017-0000;
17-16-106-018-0000;
17-16-106-021-0000;
17-16-106-022-0000;
17-16-106-025-0000; and
17-16-106-026-0000.

Legal Description:

Parcel 1.

Lots 1, 2, 3, 4, 5, 6, 7 and 8 together with the alley lying north of the north line of said Lots 1, 2 and 3 and south of the south line of said Lot 5 all in Burley's Subdivision of Lot 8 in Block 26 in School Section Addition to Chicago in Cook County, Illinois.

Parcel 2.

That part of Lot 7 in Block 26 in School Section Addition to Chicago described as:

commencing at the northwest corner of said Lot 7; thence south on the west line thereof 31.0 feet; thence east to a point in the east line of the west quarter of said Lot 7, which is 28.0 feet south of the north line thereof; thence east parallel to said north line to the west line of the curved alley in said Block 26; thence northerly along the west line of said curved alley to the north line of said Lot 7; and thence west on said north line to the place of beginning.

Parcel 3.

That part of Lot 7 in Block 26 in School Section Addition to Chicago, lying south of a line described as:

commencing at a point on the west line of said Lot 7, 43.0 feet south of the northwest corner thereof; thence easterly to a point in the east line of the west quarter of said Lot 7, 40.0 feet south of the north line thereof; thence east along a line parallel with said north line of Lot 7 to a point in the east line thereof, all of the above being in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4.

The west two-thirds of Lot 6 (except that part thereof taken for alley) in Block 26 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5.

The east quarter of Lot 7 lying north of the north line of the alley in Block 26 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6.

The west half of the east half of Lot 7 lying north of the north line of the alley in Block 26 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7.

All that part of the vacated east/west and north/south 15 foot public alleys formerly opened by ordinance (assessment confirmed July 6, 1857, cited as Document Number 1857/58 0658A 07/06 in Chicago City Council proceedings files, 833 -- 1871 an inventory published by the Illinois State archives) in Block 26 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian; and all that part of the vacated east/west 12 foot public alley formerly opened by quitclaim deed to the City of Chicago, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, August 1, 1899 as Document Number 2855847 and all that part of the vacated east/west 12 foot public alley formerly opened by quitclaim deed to the

City of Chicago, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, November 16, 1899 as Document Number 2894234, said part of public alleys being more particularly described as follows:

beginning at a point in the west line of Lot 7 in Block 26 in School Section Addition to Chicago aforesaid, said point being 31.00 feet south of the northwest corner of said Lot 7; thence south 00 degrees, 00 minutes, 44 seconds west along the west line of said Lot 7 for a distance of 12.00 feet; thence north 81 degrees, 51 minutes, 47 seconds east 20.13 feet, more or less, to a point in the east line of the west quarter of said Lot 7, said point being 40.00 feet south of the north line of said Lot 7 as measured along the east line of the west quarter of said Lot 7; thence south 89 degrees, 33 minutes, 54 seconds east along a line 40.00 feet south of and parallel with the north line of Lots 6 and 7 in School Section Addition to Chicago aforesaid for a distance of 78.61 feet, more or less, to a point, said point being a point of curve; thence northeasterly along a curve, convex to the southeast having a radius of 40.00 feet for an arc distance of 41.00 feet, more or less, to a point, said curve having a chord length of 39.23 feet, bearing north 61 degrees, 04 minutes, 14 seconds east, said point also being on the east line of the west two-thirds of Lot 6 in Block 26 in School Section Addition to Chicago aforesaid; thence north 89 degrees, 33 minutes, 54 seconds west of and parallel with the north line of Lot 6, for a distance of 9.04 feet; thence north 00 degrees, 01 minutes, 50 seconds east 20.76 feet, more or less, to the north line of Lot 6 in Block 26 in School Section Addition to Chicago aforesaid; thence southwesterly along a curve, convex to the southeast having a radius of 25.00 feet for an arc distance of 39.27 feet, said curve having a chord length of 35.36 feet, bearing south 45 degrees, 26 minutes, 08 seconds west; thence north 89 degrees, 33 minutes, 54 seconds west along a line tangent to the last described curve, said line also being 25.00 feet south of and parallel with the north line of Lots 6 and 7 for a distance of 48.87 feet, more or less, to a point of a curve; thence northwesterly along a curve, convex to the southwest, having a radius of 10.00 feet for an arc distance of 15.64 feet, said curve having a chord length of 14.09 feet, bearing north 44 degrees, 46 minutes, 33 seconds west; thence north 00 degrees, 01 minutes, 06 seconds east 15.07 feet to the north line of Lot 7, in Block 26 in School Section Addition to Chicago aforesaid; thence north 89 degrees, 33 minutes, 54 seconds west along the north line of Lot 7 in School Section Addition to Chicago aforesaid for a distance of 15.00 feet; thence south 00 degrees, 01 minutes, 06 seconds west for a distance of 15.18 feet to a point, said point being a point of curve; thence southeasterly along a curve convex to the southwest having a radius of 25.00 feet for an arc distance of 13.49 feet, said curve having a chord length of 13.33 feet, bearing south 15 degrees, 26 minutes, 32 seconds east and to its intersection with a line 28.00 feet south of and parallel with the north line of Lot 7 in Block 26 in School Section Addition to Chicago aforesaid; thence north 89 degrees, 33 minutes, 54 seconds west along the last described parallel line 8.48 feet, more or less, to its intersection with the east line of the west quarter of Lot 7 in Block 26, in

School Section Addition to Chicago aforesaid; thence south 81 degrees, 51 minutes, 47 seconds west for a distance of 20.13 feet, more or less, to the place of beginning, in Cook County, Illinois.

Parcel 8.

All that part of the vacated east/west 9.7 foot wide public alley described as lying north of the north line of Lots 1, 2 and 3 in subdivision of Lot 8 in Block 26 in School Section Addition to Chicago of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying south of the south line of Lot 5 in subdivision of Lot 8 in Block 26 aforesaid, lying east of a line drawn from the northwest corner of Lot 1 to the southwest corner of Lot 5 in subdivision of Lot 8, in Block 26 aforesaid and which lies west of the northerly extension of the east line of Lot 3 in the subdivision of Lot 8 in Block 26 aforesaid, all in Cook County, Illinois.

Exhibit "B".
(To Ordinance)

Intergovernmental Agreement

Between

*The City Of Chicago, The Chicago Park District And
The Public Building Commission Of Chicago.*

(Near West Side Open Space Project)

This intergovernmental agreement (this "Agreement"), dated as of _____, 200__, under the authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., is made by and between the City of Chicago, an Illinois municipal corporation (the "City"), acting by and through its Department of Planning and Development ("D.P.D."), the Chicago Park District, an Illinois municipal corporation (the "Park District") and the Public Building Commission of Chicago, an Illinois municipal corporation (the "Commission"). The City, Park District and the Commission are sometimes referred to herein as a "Party" and collectively as the "Parties".

Recitals.

1. The City is a home rule unit of government under the 1970 Constitution of the State of Illinois and has the authority to promote the health, safety and welfare of its inhabitants, to furnish essential governmental services through its various departments and agencies and to enter into contractual agreements with units of local government for the purpose of achieving the aforesaid objectives.

2. The Park District is a body politic and corporate organized and existing under the Park District Act, 70 ILCS 1505/1, et. seq., with authority to exercise control over and supervise the operation of all parks within the City and to enter into intergovernmental agreements upon approval of its Board of Commissioners.

3. On March 18, 1956, the City Council of the City created the Commission pursuant to the Public Building Commission Act of the State of Illinois, 50 ILCS 20/1, et seq., as amended (the "Act") for the purpose of facilitating the acquisition, development and construction of public improvements and facilities.

4. The Commission is authorized and empowered by the Act to acquire the fee simple title to real property, including easements and reversionary interests in streets, alleys and other public places, by purchase or the exercise of eminent domain, for public improvements in an area or areas that have been selected, located and approved by the governing bodies of the City and the Commission.

5. At the request of the City, the Commission has heretofore designated certain property located in the vicinity of the near west side of the City and commonly known as 119 -- 125 South Desplaines Street and 610 -- 624 West Adams Street, Chicago, Illinois, and legally described on (Sub)Exhibit A hereof (the "Property") as a site to be acquired for the purpose of providing open space and related facilities (the "Project"). Pursuant to Section 14 of the Act, and pursuant to an ordinance adopted on December 15, 1999 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 21514 -- 21516, the City Council approved the designation of the Property for acquisition and development of open space and related facilities.

6. Chicago Title and Trust Company, as trustee under trust agreement dated January 12, 1994 and known as Trust Number 10-999998726 owns the Property for the benefit of Adams Street Development, Inc., an Illinois corporation.

7. The Property lies wholly within the boundaries of the Canal/Congress Redevelopment Area (as hereinafter defined).

8. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq., as amended from time to time

(the "T.I.F. Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects.

9. In accordance with the provisions of the Act and pursuant to ordinances adopted on November 12, 1998 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of Proceedings*") for said date at pages 81881 -- 81991, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan", a copy of which is attached hereto as (Sub)Exhibit C) for a portion of the City known as the "Canal/Congress Redevelopment Project Area" (the "Canal/Congress Redevelopment Area"); (ii) designated the Canal/Congress Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Canal/Congress Redevelopment Area.

10. In accordance with the provisions of the T.I.F. Act, pursuant to ordinances adopted on August 30, 2000 and published in the *Journal of Proceedings* for said date at pages 39298 -- 39405, the City Council: (i) approved and adopted a redevelopment plan and project (the "Jefferson/Roosevelt Plan") for a portion of the City known as the "Jefferson/Roosevelt Redevelopment Project Area" (the "Jefferson/Roosevelt Redevelopment Area"); (ii) designated the Jefferson/Roosevelt Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Jefferson/Roosevelt Redevelopment Area (collectively, the "Jefferson/Roosevelt Ordinance").

11. Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Canal/Congress Redevelopment Area shall be known as the "Canal/Congress Increment"; Increment collected from the Jefferson/Roosevelt Redevelopment Area shall be known as the "Jefferson/Roosevelt Increment"; and together, the Canal/Congress Increment and the Jefferson/Roosevelt Increment shall be known as the "City Increment").

12. Pursuant to 65 ILCS 5/11-74.4-4(q), the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the Increment is received (the "Transfer Rights").

13. D.P.D. wishes to make available to the Commission a portion of the City Increment in an amount not to exceed Three Million Dollars (\$3,000,000) (the "T.I.F.

Assistance") for the purpose of partially funding the acquisition of the Property and environmental remediation of the Property (the "T.I.F.-Funded Improvements") in the Canal/Congress Redevelopment Area to the extent and in the manner provided herein.

14. The City will agree and contract to exercise its Transfer Rights pursuant to the T.I.F. Act, the Jefferson/Roosevelt Ordinance and the Jefferson/Roosevelt Plan in order to pay for certain T.I.F.-Funded Improvements in the Canal/Congress Redevelopment Area, to the extent and in the manner provided herein.

15. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Canal/Congress Redevelopment Area.

16. The Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago (the "Code"), authorizes collection of fees as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City (the "Open Space Fees").

17. The Department of Revenue has collected Open Space Fees for new dwelling units built in the Near West Side Community (the "Proceeds") and has deposited such Proceeds in Fund Number _____.

18. On _____, 2003, the City Council of the City adopted an ordinance published in the *Journal of Proceedings* for said date at pages _____ to _____, (the "Authorizing Ordinance") among other things, (i) finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees; (ii) authorizing the transfer of a portion of the Proceeds in an amount not to exceed One Million Six Hundred Thousand Dollars (\$1,600,000) (the "Purchase Assistance") to the Commission as a contribution towards the purchase price of the Property and (iii) authorizing the execution of this Agreement.

19. The City and the Commission wish to enter into this Agreement whereby the City shall pay for or reimburse the Commission for a portion of the T.I.F.-Funded Improvements with City Increment and the acquisition of the Property with the Purchase Assistance.

20. On _____, 2003 the Board of Commissioners of the Commission passed a resolution approving the purchase price to be paid for the acquisition of the Property on behalf of the City utilizing the Purchase Assistance for such purposes in order to assist the City in its efforts to provide open space areas and related facilities to the residents of the near west side of the City.

21. Following the acquisition of the Property and the remediation of any adverse

environmental conditions that would preclude the development and use for its intended purpose, the Property will be conveyed by the Commission in fee simple to the Park District. Thereafter, the Park District will insure, operate and maintain the Property in order to provide open space, recreational and related facilities to the residents of the near west side of the City.

22. On _____, _____, the Park District's Board of Commissioners passed Ordinance Number _____ expressing its desire to cooperate with the City in the construction of the Project and authorizing the execution of this Agreement (the "Park District Ordinance").

23. The Parties have determined that it is in their best interests, and in the best interests of the citizens of the City, to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois, in order to set forth their objectives and respective duties and responsibilities and to describe the procedures to be followed to acquire the Property.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, the Parties hereto hereby agree as follows:

Section I.

Incorporation Of Recitals.

The recitals set forth above constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

Section II.

Definitions.

For purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Acquisition Activities: The actions to be undertaken by the Commission or its duly designated representatives in order to acquire fee simple title to the Property as more fully described in Section 4.1 hereof.

Authorized Commission Representative: The Executive Director of the Commission or the duly designated representative thereof.

Authorized Park District Representative: The General Superintendent of the Park District or the duly designated representative thereof.

Budget: The amount determined by the Parties as the estimated cost of the project. For purposes of this Agreement, the term "budget" includes, as the case may be, the preliminary "budget" and the final "budget" as determined by the Authorized City Representative, the Authorized Park District Representative and the Authorized Commission Representative. A copy of the preliminary budget is attached hereto as (Sub)Exhibit B-2.

Budget Director: The Budget Director of the City.

Certificate of Completion: The certificate, substantially in the form attached hereto as (Sub)Exhibit E, which shall be executed by the Park District as provided in Section 11.4 hereof in order to certify to the Commission that the site work has been completed in accordance with the Contract and all deliverables have been provided to the Park District.

Commissioner: The Commissioner of D.P.D.

Contract: The contract which shall be entered into between the Commission and the contractor, including all of the contract documents as described therein, providing all labor, materials and other services in connection with the site work.

Contractor: Any contractor that contracts with the Commission or its duly authorized representative to perform services and/or provide site work in connection with the project. For purposes of this Agreement, a "contractor" may include an environmental consultant, general contractor or other consultants or contractors engaged by the Commission to implement the project.

D.O.E.: The Department of Environment of the City.

D.P.D.: The Department of Planning and Development of the City.

Final Acceptance: The last date on which all of the following events have occurred: the Commission has determined that all site work has been completed in accordance with the Contract, final inspections have been completed and all deliverables have been provided to the Commission.

Project: The acquisition of the property and the completion of any site work, as hereinafter defined, to be undertaken by the Commission for purposes of providing open space and recreational facilities to the residents of the near west side of the City.

Project Account: An existing interest-bearing account of the Commission that will be used for the purpose of depositing funds provided by the City to pay costs incurred by the Commission in connection with the Project. The interest earned shall be credited to the Project Account.

Property: The real estate located on the near west side of the City and commonly known as 119 -- 125 South Desplaines Street and 610 -- 624 West Adams Street, Chicago, Illinois and legally described on (Sub)Exhibit A hereof.

Site Work: Any remediation of adverse environmental site conditions, demolition or other site development work in connection with the Project that may be undertaken by the Commission in accordance with standards approved by the Park District and D.O.E.

Section III.

Responsibilities Of The Parties.

3.1 The Commission.

The Commission hereby agrees to provide all administrative, technical, professional and legal services required in order to obtain title in and to the Property, free and clear of encumbrances which would preclude the use and development of the Property for its intended purpose, in accordance with the terms and provisions of the Act and this Agreement. Following acquisition of the Property and completion of any Site work to be performed thereon, the Commission will convey title to the Property in fee simple to the Park District.

3.2 The City.

The City shall pay costs and expenses incurred by the Commission in connection with the Project in the amounts and from the sources set forth in (Sub)Exhibit B-1 hereof. In no event shall the Commission be obligated to pay any funds which exceed the amounts provided by the City for such purposes. The City agrees to exercise its Transfer Rights to transfer Jefferson/Roosevelt Increment as set forth in the Transfer Schedule attached hereto as (Sub)Exhibit D to a special account which the City has created or shall create within the Canal/Congress Redevelopment Project Area Special Tax Allocation Fund created by the City pursuant to the Canal/Congress Ordinances; such special account is or shall be known as the "Adams -- Desplaines Park Account". Any such Increment transferred pursuant to such Transfer Rights is hereinafter sometimes referred to as

"Transferred Increment". Disbursement of T.I.F. Assistance funds will be subject to the availability of Transferred Increment in the Adams -- Desplaines Account, subject to all restrictions on and obligations of the City contained in all Canal/Congress Ordinances, or relating to the Transferred Increment and all agreements and other documents entered into by the City pursuant thereto.

3.3 The Park District.

Following the acquisition of the Property and completion of the Site Work by the Commission, the Park District will accept the conveyance of fee simple title to the Property from the Commission. Thereafter, the Park District will insure, operate and maintain the Property for open space, recreational and related purposes.

Section IV.

Acquisition And Disposition Of The Property.

4.1 Acquisition Of The Property.

In discharging its obligation to acquire the Property on behalf of the City and the Park District, the Commission will conduct land acquisition activities (the "Acquisition Activities") that will include the following:

4.1.1

obtain title searches, surveys, appraisal reports, environmental studies and reports and such other assessments and data as may be necessary in order to determine the owner or owners of and persons interested in and to the parcels of real property to be acquired;

4.1.2

review and evaluate appraisal reports and other data and factors affecting the valuation of the parcels of real property to be acquired, and prepare written offers for the purchase thereof;

4.1.3

conduct negotiations with the owner or owners or persons interested in and to the Property regarding the purchase thereof such property, and prepare purchase contracts in the event of the voluntary sale of the Property;

4.1.4

in the event that negotiations to acquire the Property are not successful, prepare, file and prosecute complaints for condemnation and other pleadings in order to acquire the Property by the exercise of the power of eminent domain;

4.1.5

execute all transactions to acquire the Property, whether by deed or judgment order, and file petitions and application in order to obtain the tax exempt status of the Property after it has been acquired;

4.1.6

negotiate with any public or quasi-public agencies or authorities having ownership or other interests in and to the Property in order to acquire any easements or reversionary interests necessary in order to develop the Property for its intended purposes;

4.1.7

engage or cause to be engaged the services of such real estate appraisers, consultants, vendors and other firms and entities as may be necessary in order to assist in the acquisition of the Property and implementation of the Acquisition Activities;

4.1.8

participate in such interaction, consultation, meetings and other activities with community organizations, public agencies, elected officials and other interested parties as may be necessary for the efficient conduct of the Acquisition Activities;

4.1.9

engage or cause to be engaged the services of such environmental consultants and other design consultants as may be necessary in order to prepare bid and construction documents, monitor the Site Work and perform other services as directed by the Commission in order to implement the Project;

4.1.10

solicit or cause to be solicited bids or proposals for the Contract and Site Work as necessary for the remediation of adverse environmental conditions on the Property; and

4.1.11

provide such additional assistance as shall be agreed by the Parties provided that sufficient funds are available for such purposes.

4.2 Disposition Of The Property.

It is expressly understood and agreed that any title to the Property that may be acquired by the Commission shall be for the use and benefit of the City or its designees. Any such title as may have been acquired by the Commission shall be conveyed to the Park District or otherwise as directed by the City upon request as soon as practicable following completion of the Site Work by customary documents of conveyance as approved by the City or the Park District.

*Section V.**Site Availability And Access.*

5.1 Right Of Entry.

It is expressly acknowledged and agreed that the City and the Park District and their respective employees, consultants and contractors shall have the right to enter upon the Property, following acquisition thereof by the Commission, for purposes associated with the development of open space and other related facilities without further authorization by the Commission. Any contractor that may enter upon the Property for such purposes at the direction of the City or the Park District will be

required to indemnify the Commission and its commissioners, officers, employees, agents and representatives from and against all claims arising out of such entry and to provide the types and limits of insurance as specified on (Sub)Exhibit F hereof. The Commission shall cooperate with the City and the Park District and their respective representatives in obtaining any and all approvals pertaining to the use of the Property as may be required in order to develop the Property for its intended purposes.

5.2 Unpermitted Encumbrances.

Neither the Commission nor the Park District nor any of their respective commissioners, officials, representatives, designees, agents, successors or assigns shall engage in any financing or other transaction the effect of which would create an encumbrance or lien upon the Property.

Section VI.

Environmental Conditions.

6.1 Reports And Studies.

It shall be the responsibility of the Commission, at the sole cost and expense of the City, to investigate and determine the soil and environmental condition of the Property, including obtaining a Phase I environmental audit and, if applicable, a Phase II environmental audit for the Property. A copy of any such reports regarding the environmental condition of the Property or the geology thereof which have been obtained by the Commission shall be provided to the City and the Park District, upon request. Neither the City nor the Commission makes any covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property as a park, recreational or open space facility or any other use whatsoever.

6.2 Environmental Remediation.

In the event that adverse environmental conditions are discovered on the Property as a result of the investigation of the soil and environmental conditions which preclude the use of the Property for its intended purpose, the Commission will undertake or cause to be undertaken the remediation of such condition with funds to be provided by the City. The nature and extent of such remediation will be determined in accordance with standards established by the Park District and

D.O.E.. In no event shall the Commission incur any cost or expense as a result of the condition of the Property or the remediation of environmental conditions thereon in excess of the amount set forth in (Sub)Exhibit B-1, which amount shall be reimbursed by the City pursuant to Section 3.2 hereof. In the event that insufficient funds are made available to remediate any adverse soil or environmental conditions, the Commission shall promptly notify the Commissioner, the Budget Director and the Park District, and the Parties shall mutually agree upon appropriate action.

6.3 Limited Applicability Of Approval.

Any approvals of the design of the Project or the Site Work made by the City or the Park District are for purposes of this Agreement only and do not affect or constitute approvals required pursuant to any other ordinance of the City. Any such approval by the City or the Park District pursuant to this Agreement also does not constitute approval of the quality, soundness or the safety of the Project.

6.4 Ownership Of Documents.

All documents, data, certificates, warranties and environmental remediation documents with regard to the implementation of the Project shall be the property of the Commission. The Commission shall assign and transfer ownership of all such documents and materials which it may have obtained from the Contractor or others to the Park District upon completion of the Project.

Section VII.

Administration Of The Project.

7.1 Enforcement Of The Contract.

The Commission shall comply, and cause the Contractor to comply, with the terms and conditions of the Contract including all applicable federal, state and local laws, codes, ordinances and orders. Such requirements include, but are not limited to, Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, City residency requirements, and the Commission's special conditions regarding M.B.E. (twenty-five percent (25%)) and W.B.E. (five percent (5%)) participation.

7.2 Coordination By The Commission.

The Commission shall inform the Commissioner of the status of progress regarding acquisition of the Property not less frequently than on a quarterly basis and, upon request, provide a copy of any reports or other documents that may have been obtained by the Commission to the Commissioner. As soon as reasonably practicable, the Commission shall provide the Commissioner and the Budget Director with any information which may result in an increase in the amount required to complete the Acquisition Activities, the Site Work or cause the acquisition of the Property to be delayed. D.P.D. and D.O.E., acting by and through their respective authorized representatives, shall have the right to attend meetings with representatives of the Commission and others regarding the Property. Upon request, the Commission will provide the Park District with information regarding the schedule for completing the Acquisition Activities and the Site Work. D.O.E. and the Park District will cooperate with the Commission in its efforts to cause the Site Work to be performed in accordance with standards established by D.O.E. and the Park District.

7.3 Payment And Performance Bond.

The Commission shall require that the Contractor provide a payment and performance bond to ensure that the terms and conditions of the Contract will be performed. The payment and performance bond shall be in the amount specified in the Contract and issued by a surety company licensed to do business in the State of Illinois and approved by the Commission. Any proceeds derived by the Commission as a result of the payment and performance bond shall be credited to the Project Account and applied as agreed by the Commission and the Budget Director.

7.4 Waiver And Release Of Liens.

The Commission shall require from the Contractor waivers of liens or rights of lien for all labor and materials furnished in the completion of the Site Work. This provision shall be construed as being solely for the benefit of the Commission, the City, and the Park District and shall not confer any rights hereunder for the benefit of the Contractor or its subcontractors or suppliers. To ensure payment of lien claims, the Commission shall cause to be retained the amounts of the liens claimed by subcontractors or suppliers from payments to the Contractor in accordance with applicable Illinois statutory requirements.

7.5 Default By Contractor.

In the event that the Contractor defaults in its obligations to complete the Site

Work, the Commission shall pursue or cause to be pursued all rights and remedies afforded by the terms of the Contract, at law or in equity. Upon request by the authorized representatives of the City or the Park District and approval by the Commission, the Commission shall assign to the Park District or the City, as agreed by the Parties, any of its rights and remedies for default by the Contractor.

Section VIII.

Indemnity And Insurance.

8.1 Indemnity.

The Contract shall require that the Contractor indemnify, save and hold harmless the Commission, the City, the Park District, and their respective commissioners, officials, agents, employees and representatives, individually and collectively, from all claims, demands, actions and the like, made or instituted by third parties arising or alleged to arise out of the Site Work as a result of any act or omission of the Contractor or its subcontractors or subconsultants or any of their respective employees or agents.

8.2 Insurance.

The Contract shall require that the Contractor purchase and maintain during the implementation of the Site Work the types and amounts of insurance as shall be determined by the Commission. Prior to the commencement of the Work, the Commission shall require that the Contractor provide certificates of insurance evidencing the required insurance and certifying the name and address of the Contractor, the description of Work or services covered by such policies, the inception and expiration dates of the policies, the specific coverages to be provided and naming the Commission, the City, and the Park District, as additional insureds as their interests may appear. A copy of any and all such insurance certificates shall be provided by the Commission to the authorized representatives of the City and the Park District upon request. All such insurance shall be placed in financially responsible companies, satisfactory to the Commission and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois. Upon issuance by the Commission of the Certificate of Completion described in Section 11.4 hereof, the Park District shall be responsible for insuring the Property and all improvements thereon.

Section IX.

Land Acquisition Costs And Fees.

9.1 Cost Of The Project.

It is the intent of the Parties that the actual cost of completing the Acquisition Activities and the Site Work shall not exceed the sum set forth in the Budget, as such Budget may be adjusted from time to time by agreement of the Parties. If the Commission determines that the preliminary estimates of the costs of completing the Acquisition Activities and the Site Work are insufficient, the Commission shall notify the Commissioner and the Budget Director in writing, and the Parties shall agree on any future action as is appropriate. Any balance remaining in the Project account upon completion of the Project shall be paid by the Commission as directed by the Budget Director.

9.2 Disbursements Of Acquisition Costs.

The Commission has prepared and submitted to D.P.D. and the Budget Director an estimate of the amounts that will be required to complete the Acquisition Activities and the Site Work. Subject to the Commission's satisfaction of the conditions precedent described in Section 9.3 hereof, the City shall pay to the Commission the amount required to acquire the Property within fifteen (15) days following receipt of the Commission's request for payment. The City shall pay to the Commission funds for payment of professional fees and other costs incurred by the Commission within fifteen (15) days following request by the Commission. Such funds will be disbursed by the Commission on the basis of invoices approved by the Commission pursuant to its usual and customary payment procedures.

9.3 Conditions Precedent To Payment Of Purchase Price.

Prior to disbursing funds necessary to acquire the Property, the Commission shall provide to D.P.D. and the Budget Director the following items in such form and content as shall be satisfactory to the Commissioner:

9.3.1

a commitment for title insurance evidencing all easements and encumbrances of record;

9.3.2

two (2) copies of a Class A plat or survey in the most recent form of ALTA/ACSM land title survey;

9.3.3

an appraisal prepared by an appraiser approved by the City evidencing that the fair cash market value of Property is an amount not less than the proposed purchase price;

9.3.4

evidence of the purchase price of the Property in the form of a real estate sales contract or judgment order entered by the Circuit Court of Cook County, Illinois;

9.3.5

a copy of the most recent real estate tax bill with respect to the Property; and

9.3.6

a copy of any environmental audit or report that may have been obtained by the Commission pursuant to Section VI hereof.

*Section X.**Records; Audit.*

The Commission shall maintain records and accounts which shall include entries of all transactions relating to the expenditure of funds required for the acquisition of the Property and the completion of Acquisition Activities and the Site Work. The City shall have the right to inspect the books and records of the Commission pertaining to the Acquisition Activities and the Site Work upon request at all reasonable times.

*Section XI.**Completion Of The Project.*

11.1

Standards For The Site Work Construction. The Commission shall require the Contractor to implement the Site Work free from faults and defects, and in conformity with the requirements of the Contract and consistent with the standards for environmental remediation established by D.O.E. and the Park District. The Commission shall also require the Contractor to correct any deficient or defective work or materials in accordance with the procedures described in the Contract.

11.2 Completion Requirements.

The Commission shall require the Contractor to comply with the requirements of the Contract with respect to the completion and close-out of the Site Work including, but not limited to, the completion of punch list work, the furnishing of warranties, waivers of lien, certified payrolls and such other documents as may be required to comply with the terms of the Contract. Upon completion, the Commission will cause a copy of all such relevant documents to be delivered to the Authorized Park District Representative. Any liquidated damages which may be assessed against the Contractor for non-performance or delay will be credited to the Project Account or otherwise disbursed as agreed by the Budget Director and the Commission.

11.3 Inspections.

The Site Work shall be inspected by City designees or personnel as required by applicable law or ordinance. The Commission shall notify D.O.E. and the Authorized Park District Representative when the Site Work has been scheduled for inspections. The Authorized District Representative and D.O.E. shall have the right to attend any and all such inspections. The Authorized Commission Representative and the Authorized Park District Representative and D.O.E. will monitor completion of punch list work by the Contractor.

11.4 Certificate Of Completion.

Upon issuance of the certificate of Final Acceptance to the Contractor, the Commission shall deliver to the Authorized Park District Representative a Certificate of Completion, substantially in the form attached hereto as (Sub)Exhibit E, to be

executed on behalf of the Park District and returned to the Authorized Commission Representative. In the event that within fifteen (15) business days following receipt of the Certificate of Completion the Authorized Park District Representative does not (a) return the executed Certificate of Completion to the Authorized Commission Representative or (b) advise the Authorized Commission Representative in writing that there are material defects in the Site Work, the Project will be deemed completed and accepted by the Park District.

11.5 Final Payment To Contractor.

Unless otherwise provided by the Contract, upon completion of all the Site Work required to be completed by the Contractor and issuance of the certificate of Final Acceptance, the Commission shall process final payment to the Contractor in accordance with the procedures set forth in the Contract.

Section XII.

Notices.

12.1 Notices To Parties.

Any notice, certificate or other communication provided pursuant to this Agreement shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If To The City:

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

with a copy to:

City of Chicago
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Budget Director

and a copy to:

City of Chicago
Department of Law
City Hall, Room 604
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If To The Commission:

Public Building Commission of Chicago
Richard J. Daley Center
50 West Washington Street, Room 200
Chicago, Illinois 60602
Attention: Executive Director

with a copy to:

Neal, Murdock & Leroy, L.L.C.
203 North LaSalle Street, Suite 2300
Chicago, Illinois 60601
Attention: Anne L. Fredd

If To The Park District:

Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Attention: General Superintendent

with a copy to:

Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Attention: General Counsel

Notices are deemed to have been received by the Parties three (3) days after mailing.

12.2 Changes.

The Parties, by notice given hereunder, may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

12.3 Representatives.

Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contact in all matters under this Agreement:

For D.P.D.:

Kathy Dickhut
City of Chicago
Department of Planning and
Development
City Hall, Room 1003
121 North LaSalle Street
Chicago, Illinois 60602
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

For The Commission:

Julia Sportolari
Public Building Commission of Chicago
Richard J. Daley Center
50 West Washington Street, Room 200
Chicago, Illinois 60602
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

Section XIII.

Miscellaneous Provisions.

13.1 Entire Agreement; Amendment.

Except as otherwise provided herein, this Agreement contains the entire agreement of the Parties with respect to the subject matter herein and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the Parties as reflected by written instrument executed by the Parties hereto.

13.2 Conflict Of Interest.

No member of the Board of Commissioners of the Commission, the Park District, nor any board, department or agency of the City, nor any official or employee of the City, the Park District or the Commission shall have any financial or ownership interest, direct or indirect, in this Agreement or the Property, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the City, the Park District or the Commission shall be personally liable for the performance of the City or the Commission pursuant to the terms and conditions of this Agreement.

13.3 Mutual Assistance.

The Parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments and certificates, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.

13.4 Disclaimer.

No provision of this Agreement, nor any act of the City, the Park District or the Commission shall be deemed or construed by any third persons to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City, the Park District or the Commission.

13.5 Headings.

The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

13.6 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

13.7 Successors And Assigns.

The terms of this Agreement shall be binding upon the City, the Park District and the Commission. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the other Party.

13.8 Severability.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were not included herein and the remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.9 Counterparts.

This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

In Witness Whereof, The parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.

The City of Chicago

Public Building Commission of Chicago,
an Illinois municipal corporation

By: _____
Alicia Mazur Berg,
Commissioner

By: _____
Kevin Gujral,
Executive Director

Chicago Park District, a body politic and
corporate

By: _____
David Doig,
General Superintendent

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement with Chicago Park District and Public Building Commission of Chicago constitutes Exhibit "A" to the ordinance and is printed on pages 6778 through 6782 of this *Journal*.]

[(Sub)Exhibits "B-1", "B-2", "C", "D", "E" and "F" referred to in this Intergovernmental Agreement with Chicago Park District and Public Building Commission of Chicago unavailable at time of printing.]

Exhibit "C".
(To Ordinance)

*Agreement Between The City Of Chicago
And The Chicago Park District.*

This agreement is entered into this ____ day of _____, 2003, between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development ("D.P.D.") and the Chicago Park District (the "Park District"), a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois.

Recitals.

Whereas, The Park District owns property which is located at _____ in the _____ community, in Chicago, Illinois (the "Property") which is legally identified and described on (Sub)Exhibit 1 hereto; and

Whereas, The Park District wishes to construct _____ on the Property (the "Project"); and

Whereas, The Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago (the "Code"), authorizes collection of fees as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City (the "Open Space Fees"); and

Whereas, The Department of Revenue has collected Open Space Fees for new dwelling units built in the _____ community [and contiguous communities] (the "Proceeds") and has deposited such Proceeds in Fund Number _____; and

Whereas, On _____, 2003, the City Council of the City adopted an ordinance published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages _____ to _____, (the "Authorizing Ordinance") among other things, (i) finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees; and (ii) authorizing the transfer of a portion of the Proceeds in an amount not to exceed \$_____ (the "Project Assistance") to the Park District as a contribution towards the costs of the Project; and

Whereas, On _____, _____, the Park District's Board of Commissioners passed Resolution Number _____ expressing its desire to cooperate with the City in the construction of the Project (the "Park District Resolution");

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Terms And Conditions.

Section 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated in this agreement and made a part hereof.

Section 2.

The Project.

A. No later than eighteen (18) months from the date hereof, or later as the Commissioner of D.P.D. may agree in writing, the Park District shall let one (1) or more contracts for the construction of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

B. At such time as the Park District lets a contract or contracts for the Project, the Park District shall also provide the City with copies of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a [public park] from all appropriate governmental authorities, including evidence that the Property is appropriately zoned to be used, occupied and operated as a [public park].

C. If the Park District, without the City's written consent (i) fails to comply with the provisions of paragraphs A and B in this Section 2; or (ii) fails to complete the Project within _____ months after the date of execution of this agreement, then the City may terminate this agreement by providing written notice to the Park District. If the City so terminates this agreement, the Park District shall reimburse the City for the full amount of the Project Assistance.

D. The Park District agrees to construct the Project on the Property in accordance with the architectural plans and specifications prepared by _____, dated _____ ("Plans and Specifications"), which have been approved by the City and which are incorporated herein by reference. No material deviation from the Plans and Specifications may be made without the prior written approval of the City.

E. In all contracts relating to the Project, the Park District agrees to require its contractors to name the City as an additional insured on all insurance policies and to require its contractors to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses, including but not limited to attorney's fees, arising out of or resulting from the construction for the Project by its contractors or contractors' suppliers, employees or agents.

F. The Park District agrees to carefully inspect the Property prior to commencement of any activity on the Property to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and

encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

Section 3.

Funding.

A. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this Section 3 and such other conditions contained in this agreement, disburse the Project Assistance to the Park District. The Park District shall keep the Project Assistance in a segregated account to be used only for the Project.

B. Within fifteen (15) days after the execution of this agreement (the "Closing Date") or such longer period of time as may be agreed to by the Commissioner of D.P.D. (the "Commissioner"), but in no event later than thirty (30) days after the execution of this Agreement (the "Satisfaction Period"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for the City's disbursement of the Project Assistance to the Park District:

(i) the Park District has satisfactory title to the Property (which may be evidenced by an acceptable title insurance policy), subject only to those title exceptions acceptable to the City and the Park District; and

(ii) the Park District has provided the City with:

(a) copies of all easements and encumbrances of record;

(b) two (2) copies of a Class A plat survey in the most recently revised form of ALTA/ACSM land title survey, acceptable in form and content to the City prepared by a surveyor registered in the State of Illinois, certified to the Park District, and certifying as to whether the Property is in an area identified by the Federal Emergency Management Agency as having special flood hazards;

(c) copies of a Phase I environmental audit completed with respect to the Property. Based on the City's review thereof, the City may, in its sole discretion, require the completion of a Phase II environmental audit with respect to the Property prior to the Closing Date. The City reserves the right to terminate this agreement if, in the City's view, such audits reveal the existence of material environmental problems. Prior to the Closing Date, the Park District shall provide a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

- (d) evidence of searches of current financing statements, judgments, pending litigation, bankruptcy proceedings and federal and state tax liens showing no security interests, judgments, pending litigation, bankruptcy proceedings or federal or state tax liens on the Property;
- (e) a copy of the most recent real estate tax bill with respect to the Property, to the extent available; and
- (f) a copy of the most recent water bill with respect to the Property, to the extent available.

If the Park District is unable to satisfy these conditions within the Satisfaction Period, either party may terminate this agreement by providing written notice to the other party.

C. The Park District shall provide the City with monthly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

Section 4.

Environmental Matters.

A. Pursuant to that intergovernmental agreement among the City, the Park District and the Public Building Commission of Chicago (the "Commission") it shall be the responsibility of the Commission, at the sole cost and expense of the City, to investigate and determine the soil and environmental condition of the Property, including obtaining a Phase I environmental audit and, if applicable, a Phase II environmental audit for the Property. The City and the Park District make no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property as a park or for any use whatsoever.

Section 5.

Insurance.

The Park District shall provide and maintain at the Park District's own expense, or cause to be provided during the term of the agreement, the insurance coverages and requirements specified below, insuring all operations related to the agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation as prescribed by applicable law covering all employees who are to provide a service under this agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

2) Commercial General Liability (Primary And Umbrella).

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

3) Automobile Liability (Primary And Umbrella).

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

4) Professional Liability.

When any architects, engineers or professional consultants perform work in connection with this agreement, the Park District shall cause to be provided, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000).

B. Other Requirements.

The Park District will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in

force on the date of this agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this agreement. The Park District shall submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the agreements have been fully met or that the insurance policies indicated on the certificate are in compliance with all agreement requirements. The failure of the City to obtain certificates or other insurance evidence from agreement shall not be deemed to be a waiver by the City.

The Park District shall advise all insurers of the agreement provisions regarding insurance. Non-conforming insurance shall not relieve the Park District of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the agreement may be terminated.

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

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the Park District and contractors.

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

The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified within the agreement documents or by law.

The Park District expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Park District under the agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Park District shall require all subcontractors to provide the insurance required herein or the Park District may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Park District unless otherwise specified herein.

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

Section 6.

Indemnity.

The Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project.

Section 7.

No Personal Liability.

No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this agreement.

Section 8.

Term.

The term of this agreement shall commence on the date of its execution and shall expire upon completion of the parties' compliance with their respective obligations hereunder or termination of this agreement according to its terms, whichever occurs first.

Section 9.

General Provisions.

A. Assignment. This agreement, or any portion thereof, shall not be assigned by either party without the express prior written consent of the other.

B. Authority. Execution of this agreement by the City is authorized by the Authorizing Ordinance. Execution of this agreement by the Park District is authorized by the Park District Resolution. The parties represent and warrant to each other that they have the authority to enter into this agreement and perform their obligations hereunder.

C. Compliance With Laws. The parties agree to comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders relating to this agreement.

D. Consents. Whenever the consent or approval of one (1) or both parties to this agreement is required hereunder, such consent or approval will not be unreasonably withheld.

E. Construction Of Words. As used in this agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

F. Counterparts. This agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

G. Exhibits. Any exhibits to this agreement will be construed to be an integral part of this agreement to the same extent as if the same has been set forth verbatim herein.

H. Further Assurances. The parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this agreement.

I. Governing Law. This agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof.

J. Integration. This agreement contains the entire agreement between the parties.

K. Modification. This agreement may not be modified or amended except by an agreement in writing signed by the parties.

L. Notice. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram or fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To The City:

City of Chicago
Department of Planning and
Development
Attention: Commissioner
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

with copies to:

City of Chicago
Department of Law
Attention: Finance and Economic
Development Division
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

To The Park District:

Chicago Park District
Attention: General Superintendent
425 East McFetridge Drive
Chicago, Illinois 60605
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

with copies to:

Chicago Park District
Department of Law
425 East McFetridge Drive
Chicago, Illinois 60605
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

M. Parties' Interest/No Third Party Beneficiaries. The terms and provisions of this agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party of this agreement and its successors and permitted assigns. This agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this agreement, nor any act of the City or the Park District shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Park District.

N. Representatives. Immediately upon execution of this agreement, the following individuals will represent the parties as a primary contact in all matters under this agreement.

For The City:

Kathy Dickhut
City of Chicago
Department of Planning and
Development
City Hall, Room 1003
121 North LaSalle Street
Chicago, Illinois 60602
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

For The Park District:

Chicago Park District
425 East McFetridge Drive
Chicago, Illinois 60605
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

O. Severability. If any provision of this agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this agreement.

P. Titles And Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this agreement.

Q. Time. Time is of the essence in the performance of this agreement.

R. Venue And Consent To Jurisdiction. If there is a lawsuit under this agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

In Witness Whereof, Each of the parties has caused this agreement to be executed and delivered as of the date first above written.

City of Chicago, a municipal corporation

By: _____
Alicia Mazur Berg,
Commissioner, Department of
Planning and Development

Chicago Park District, a body politic and
corporate

By: _____
David Doig,
General Superintendent

[(Sub)Exhibit 1 and City of Chicago Insurance Certificate
Form referred to in this Agreement with the Chicago
Park District unavailable at time of printing.]

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, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred March 5, April 9, May 5, June 4, July 9 and July 29, 2003, sundry proposed ordinances, substitute ordinance 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 ordinance 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 ordinance and orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances and orders as passed (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

Chicago Housing Authority.
(Lowden Homes)

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 Housing Authority (Lowden

Homes) for rehabilitation of an existing structure on the premises known as 244 West 95th 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.

Deliverance Manor Apartments.

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

SECTION 1. That the Commissioner of Buildings is hereby directed to issue all necessary permits, free of charge, to Deliverance Manor Apartments, 4201 South Wabash Avenue, for construction of a parking lot.

Said building and parking lot shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

LICENSE FEE 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 1585/Class I) for the period beginning August 16, 2003 and ending August 15, 2004:

Edison Park Lutheran Church
6626 North Oliphant Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Golden Gate 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 August 16, 2003 and ending August 15, 2004:

Golden Gate Day Care
432 East 134th Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Hull House Association.
(Le Clair Headstart 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 (2 -- 6 years), 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) for the period beginning February 16, 2003 and ending February 15, 2004:

Hull House Association
Le Claire Headstart Center
4340 South Lamon Avenue
Suite 1.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Hull House Association.
(Le Clair Hearst Ryder)

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 (2 -- 6 years), 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) for the period beginning February 16, 2003 and ending February 15, 2004:

Hull House Association
Le Claire Hearst Ryder
4410 South Laporte Avenue
1st Floor.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Living Witness Learning 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 August 16, 2003 and ending August 15, 2004:

Living Witness Learning Day Care
4159 North Laramie Avenue
1st Floor

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

The Lutheran Day Nursery.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the annual Day Care License fee (Code 1584/Class I), for the period beginning August 16, 2003 and ending August 15, 2004:

The Lutheran Day Nursery
1802 -- 1808 North Fairfield Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Lydia Home Association 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 August 16, 2003 and ending August 15, 2004:

Lydia Home Association Day Care
4300 West Irving Park Road, 1st Floor.

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, 2003 and ending May 15, 2004:

Pilsen Young Men's Christian Association Head Start
1608 West 21st Place.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Young Men's Christian Association Of Chicago.
(Y.M.C.A. 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 (under 2 and 2 -- 6 years) 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) for the period beginning May 16, 2003 until May 15, 2004:

Young Men's Christian Association of Chicago
Y.M.C.A. Bowen Family Development Center
2710 East 89th Street, 1st Floor.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Young Men's Christian Association Of Chicago.
(Y.M.C.A. Marshall 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 (under 2 and 2 -- 6 years) 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) for the period beginning May 16, 2003 until May 15, 2004:

Young Men's Christian Association of Chicago
Y.M.C.A. Marshall Family Development Center
3250 West Adams 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 1584/Class I) for the period beginning May 15, 2003 to May 15, 2004:

Young Men's Christian Association of Metropolitan Chicago
South Chicago Y.M.C.A. Pre-School
3039 East 91st 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/Germano
Millgate Childcare 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 May 15, 2003 to May 15, 2004:

Young Men's Christian Association of Metropolitan Chicago
South Chicago Y.M.C.A. Pre-School/
Germano Millgate Childcare Center
8902 South Brandon Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Home Repair.

*Community Affiliation For Repairs
For The Elderly (C.A.R.E.)*

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

SECTION 1. Pursuant to Section 4-204-030 of the Municipal Code of the City of Chicago, the following organization which is not operated for gain is hereby exempted from payment of the annual Home Repair License fee (License Code 1011) for the period beginning May 16, 2003 and ending August 15, 2004:

Community Affiliation for Repairs for the Elderly (C.A.R.E.).
2641 West 51st Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Hospital License.

Northwestern Memorial Hospital/Maternity Gift Shop.

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

SECTION 1. Pursuant to Section 4-8-040 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 15, 2003 and ending August, 2004 (License Code 1010) Limited Business License (Maternity Gift Shop):

Northwestern Memorial Hospital/Maternity Gift Shop
333 East Superior Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Limited Business.

Access Community Health Network.

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

SECTION 1. Pursuant to Section 4-4-020 of the Municipal Code of Chicago, the following business which is not operated for gain is hereby exempted from payment of the annual Limited Business License fee (Code 1010) for the period beginning May 16, 2003 and ending May 15, 2004:

Access Community Health Network
2020 North Clybourn Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Concerned Crafts.

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 non-profit organization is hereby exempted from payment of the annual Limited Business License fee (Code 1010) for the period beginning August 16, 2003 and ending August 15, 2004:

Concerned Crafts
920 West Wilson Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

International Music Foundation.

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

SECTION 1. Pursuant to Section 4-4-020 of the Municipal Code of Chicago, the following business which is not operated for gain is hereby exempted from payment of the annual Limited Business License fee (Code 1010) for the period beginning February 16, 2002 and ending February 15, 2003:

International Music Foundation
650 North Dearborn Street, Suite 350.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage.

Mercy Diagnostic And Treatment Center.

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

SECTION 1. Pursuant to Section 4-4-020 of the Municipal Code of Chicago, the following diagnostic and treatment center which is not operated for gain, but where a charge is made for the care of patients, is hereby exempted from the payment of the annual Limited Business License fee (Code 1010) in the amount of \$125.00, for the period beginning August 16, 2003 and ending August 15, 2004:

Mercy Diagnostic and Treatment Center
2510 South Michigan Avenue (Account Number 63519, Site 1).

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Misericordia Heart Of Mercy/Gift Shop.

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of the City of Chicago, the following long term care facility's gift shop which is not operated for gain, but where a charge is made for services, is hereby exempted from the payment of the annual Limited Business License fee (\$125.00 -- Code 1010) for the period of August 16, 2003 to August 15, 2004:

Misericordia Heart of Mercy/Gift Shop
6300 North Ridge Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Northwestern Memorial Hospital/Gift Shop.

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

SECTION 1. Pursuant to Section 4-8-040 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 the Limited Business License fees for the period beginning August 16, 2003 and ending August 15, 2004 (License Code 1010):

Northwestern Memorial Hospital/Gift Shop
251 East Huron Street, 1st Floor.

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 4-8-040 of the Municipal Code of the City of Chicago, the following hospital cafeteria which is not operated for gain, but where a charge is made for services, is hereby exempted from payment of the annual Limited Business License fee (License Code 1010) for the period beginning August 16, 2003 and ending August 15, 2004:

Northwestern Memorial Hospital/Hidden Treasure Gift Shop
46 East Chicago Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Long Term Care Facility.

Misericordia Heart Of Mercy.
(2916 West 47th 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 exempted from the payment of the annual Long Term Care Facility License fee (Code 1005) for the period beginning August 16, 2003 and ending August 15, 2004:

Misericordia Heart of Mercy
2916 West 47th Street.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage.

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, the following facilities for Misericordia Heart of Mercy, 6300 North Ridge Avenue, 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 fee (\$1,000.00 -- Code 1005) for the period of August 16, 2003 to August 15, 2004, for the following homes on Misericordia's north side campus:

Marian Center	Rice House
Mazza House	Brach House
Polk House	Miniat House
Mahoney House	O'Donnell House
Herbsttritt House	Shannon House
McGowan House	Holbrook Center
Sister Rosemary Connelly Home	Madden Home.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Washington & Jane Smith Community.

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 long term care facility which is not operated for gain, but where a charge is made for the care of seniors, is hereby exempted from the payment of the annual Long Term Care License fee (\$1,000.00 -- Code 1005/Class I) for the period beginning August 16, 2003 and ending August 15, 2004:

Washington & Jane Smith Community
2340 West 113th Place
Identification Number: 29757.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Retail Food Establishment.

Misericordia Bakery.

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of the City of Chicago, the following long term care facility's bakery which is not operated for gain, but where a charge is made for services, is hereby exempted from the payment of the annual Retail Food Establishment fee (\$300.00 -- Code 1006) for the period beginning August 16, 2003 to August 15, 2004:

Misericordia Bakery
6300 North Ridge Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Misericordia Greenhouse Inn.

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of the City of Chicago, the following long term care facility's Greenhouse Inn which is not operated for gain, but where a charge is made for services, is hereby exempted from the payment of the annual Retail Food Establishment fee (\$500.00 -- Code 1006) for the period of August 16, 2003 to August 15, 2004:

Misericordia Greenhouse Inn
6300 North Ridge Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

CANCELLATION OF WATER/SEWER ASSESSMENTS.

Bethany Methodist Hospital Of Chicago.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel penalties, delinquent, existing and future assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Bethany Methodist Hospital of Chicago at the locations listed below:

5029 North Paulina Street (Account Number 441010);

4918 North Ashland Avenue (Account Number 441005); and

2014 West Lawrence Avenue (Account Number 448671).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Light Of Christ.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Light of Christ, 7049 -- 7055 North Western Avenue (Account Number 446189-446189 -- \$58.59) (current bill date -- May 12, 2003).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Light Of Christ Lutheran Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of the City of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Light of Christ Lutheran Church, 7049 -- 7055 North Western Avenue (Account Number 446189-446189 -- \$194.07).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

REFUND OF FEES.

Access Community Health Network.
(654 East 47th Street)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$4,764.60 to the Access Community Health Network, 1501 South California Boulevard, representing payment of the following permit: Permit Number 03-1006811, in the amount of \$4,764.60, work code 18081, located at 654 East 47th Street.

Access Community Health Network.
(3303 West 26th Street)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$6,425.00 representing payment of Building Permit Number 03-1005514, issued on April 21, 2003 to the Access Community Health Network, for the property located at 3303 West 26th Street.

The Chicago Temple Building.

Ordered, That the City Comptroller is hereby authorized and directed to refund the building permit fees charged to The Chicago Temple Building, 77 West Washington Street, Suite 615, in the amount of \$7,905.00 (Permit Number 03-1008035).

Immaculate Conception Blessed Virgin Mary Church.

Ordered, That the City Comptroller is hereby authorized and directed to refund to

Immaculate Conception Blessed Virgin Mary Church located at 2944 East 88th Street, \$2,632.50, representing payment for Building Permit 2003-1008226 issued May 19, 2003.

Suzuki-Orff School.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$100.00 to the Suzuki-Orff School, 1148 West Chicago Avenue, representing payment for their license certificate (License Number 1335652 -- Code 1625).

EXEMPTION OF AIDS PASTORAL CARE NETWORK FROM PAYMENT
OF ALL CITY PERMIT, LICENSE AND INSPECTION FEES FOR
PERIOD ENDING MAY 15, 2004.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Ocasio (26th Ward) exempting AIDS Pastoral Care Network from payment of all city permit, license and inspection fees for the period ending May 15, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner 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 AIDS Pastoral Care Network, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) at 3347 West North 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. AIDS Pastoral Care Network, a not-for-profit Illinois corporation, located at 3347 West North 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. AIDS Pastoral Care Network shall be entitled to a refund of city fees that 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 May 15, 2004.

EXEMPTION OF ARMITAGE FAMILY HEALTH CENTER
FROM PAYMENT OF ALL CITY PERMIT, LICENSE
AND INSPECTION FEES FOR PERIOD
ENDING MAY 15, 2004.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Colón (35th Ward) exempting Armitage Family Health Center from payment of all city permit, license and inspection fees for the period ending May 15, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Armitage Family Health Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 2957 West Armitage 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. Armitage Family Health Center, a not-for-profit Illinois corporation, located at 2957 West Armitage Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Armitage Family Health Center shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond May 15, 2004.

EXEMPTION OF ASHLAND FAMILY HEALTH CENTER FROM
PAYMENT OF ALL CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD
ENDING MAY 15, 2004.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Coleman (16th Ward) exempting Ashland Family Health Center from payment of all city permit, license and inspection fees for the period ending May 15, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Ashland Family Health Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 5256 South Ashland 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. Ashland Family Heath Center, a not-for-profit Illinois corporation, located at 5256 South Ashland Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Ashland Family Health Center shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond May 15, 2004.

EXEMPTION OF CHICAGO HOUSING AUTHORITY/LAKE PARK
PLACE FROM PAYMENT OF ALL CITY PERMIT,
LICENSE AND INSPECTION FEES.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Preckwinkle (4th Ward) exempting Chicago Housing Authority/ Lake Park Place 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Chicago Housing Authority/Lake Park Place, 3939 and 3983 South Lake Park Avenue, for rehabilitation of Chicago Housing Authority buildings at the premises known as 3939 and 3983 South Lake Park Avenue.

Said buildings 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. The Chicago Housing Authority shall be entitled to a refund of City fees which it has paid and to which it is exempt pursuant to Section 1 of this ordinance.

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

EXEMPTION OF FIRST HOUSE OF PRAYER CHURCH FROM
PAYMENT OF ALL CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
DECEMBER 31, 2003.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Troutman (20th Ward) exempting First House of Prayer Church from payment of all city permit, license and inspection fees for the period ending December 31, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to First House of Prayer Church, a not-for-profit Illinois corporation, related to its building(s) and parking lot facilities at 6555 South Cottage Grove Avenue, 800 East Marquette Boulevard, 6601 South Cottage Grove Avenue and 6552 -- 6558 South Cottage Grove Avenue.

Said building(s), parking lots 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 appropriated 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), parking lots 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 licences.

SECTION 2. First House of Prayer, a not-for-profit Illinois corporation, located at 6555 South Cottage Grove Avenue, which is engaged in religious 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. First House of Prayer shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of January 1, 2003 through December 31, 2003.

EXEMPTION OF HUMBOLDT PARK FAMILY HEALTH CENTER
FROM PAYMENT OF ALL CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
MAY 15, 2004.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Ocasio (26th Ward) exempting Humboldt Park Family Health Center from payment of all city permit, license and inspection fees for the period ending May 15, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner 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 Humboldt Park Family Health Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) at 3202 West North 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. Humboldt Park Family Health Center, a not-for-profit Illinois corporation, located at 3202 West North Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees, building permits and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Humboldt Park Family Health Center shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond May 15, 2004.

EXEMPTION OF MERCY HOSPITAL AND MEDICAL CENTER
FROM PAYMENT OF ALL CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
AUGUST 15, 2004.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Haithcock (2nd Ward) exempting Mercy Hospital and Medical Center from payment of all city permit, license and inspection fees for the period ending August 15, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to waive all change of officer fees and 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 Mercy Hospital and Medical Center, a not-for-profit Illinois corporation, related to the erection, renovation and maintenance of building(s) and fuel storage facilities at 2510 South Dr. Martin Luther King, Jr. Drive and/or 2510 South Michigan 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. Mercy Hospital and Medical Center, a not-for-profit Illinois corporation, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Mercy Hospital and Medical Center shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of August 16, 2003 through August 15, 2004.

EXEMPTION OF PEGGY NOTEBAERT NATURE MUSEUM/CHICAGO
ACADEMY OF SCIENCES FROM PAYMENT OF ALL CITY
PERMIT, LICENSE AND INSPECTION FEES FOR
PERIOD ENDING JULY 29, 2004.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Daley (43rd Ward) exempting Peggy Notebaert Nature Museum/Chicago Academy of Sciences from payment of all city permit, license and inspection fees for the period ending July 29, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Environment, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Peggy Notebaert Nature Museum/Chicago Academy of Sciences, a not-for-profit Illinois corporation, located at 2430 North Cannon Drive, related to the installation of a green roof system, the addition of climbing vines on two (2) exterior walls, and the creation of a rock-faced wall.

Said building(s) and all appurtenances thereto shall be used exclusively for educational 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. Peggy Notebaert Nature Museum/Chicago Academy of Sciences, a not-for-profit institution, located at 2430 North Cannon Drive, engaged in community, 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. Peggy Notebaert Nature Museum/Chicago Academy of Sciences 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 July 29, 2004.

EXEMPTION OF SWEDISH AMERICAN MUSEUM FROM
PAYMENT OF ALL CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
AUGUST 15, 2004.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman M. Smith (48th Ward) exempting the Swedish American Museum from payment of all city permit, license and inspection fees for the period ending August 15, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Water Management, the Director of Revenue 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 Swedish American Museum, 5211 North Clark Street, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 5211 North Clark 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 Swedish American Museum, a not-for-profit Illinois corporation engaged in educational and philanthropic 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 Swedish American Museum 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 August 16, 2003 through August 15, 2003.

AUTHORIZATION FOR WAIVER, CANCELLATION AND RELEASE
OF DEMOLITION LIENS ENTERED AGAINST MOUNT
EBENEZER BAPTIST CHURCH FOR PROPERTY
AT 3534 WEST 16TH STREET.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed ordinance transmitted herewith to authorize the waiver, cancellation and release of demolition liens entered against Mount Ebenezer Baptist Church, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the Corporation Counsel is hereby authorized and directed to waive, cancel and release demolition liens in the amount of Thirteen Thousand Two Hundred Eighty-nine and no/100 Dollars (\$13,289.00) entered against the Mount Ebenezer Baptist Church, for the property located at 3534 West 16th Street (Permanent Index Number 16-23-222-037-0000 -- Case Number 96M1406229).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR CANCELLATION OF WARRANTS
FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant Number And Type Of Inspection	Amount
Bais Yaakov Hebrew School 6122 North California Avenue	B3-300209 (Pub. Place of Assemb.)	\$ 60.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Menomonee Club 1535 North Dayton Street	F4-306981 (Mech. Vent.)	\$ 40.00
Swedish American Museum 5211 North Clark Street	A1-103726 (Elev.)	160.00

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, September 4, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Regular orders printed on pages 6858
through 6876 of this *Journal*.]

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/04/2003

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ABRON	POLICE OFFICER	ELEVENTH DISTRICT	4/16/2003	400.75
ACEVEZ	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	4/04/2003	669.27
ADULFIE	POLICE OFFICER	EIGHTEENTH DISTRICT	1/04/2003	1180.00
AGUILERA	POLICE OFFICER	EIGHTH DISTRICT	5/22/2003	796.93
AIRHART	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	8/28/2001	83175.68
ALANIS	POLICE OFFICER	THIRTEENTH DISTRICT	5/10/2003	275.09
ALMANZA	POLICE OFFICER	SEVENTH DISTRICT	12/24/2002	165.00
ALMAZAN	POLICE OFFICER	THIRTIETH DISTRICT	5/26/2004	699.36
ALMIALE	POLICE OFFICER	EIGHTEENTH DISTRICT	7/08/2002	3834.92
ALMIALE	POLICE OFFICER	EIGHTEENTH DISTRICT	4/28/2003	1614.66
ALVARADO	POLICE OFFICER	FIFTEENTH DISTRICT	4/22/2003	1180.05
AMEZAGA	POLICE OFFICER	ELEVENTH DISTRICT	5/03/2003	387.50
AMQUE	POLICE OFFICER	SECOND DISTRICT	5/09/2003	1167.70
ANDUJAR	POLICE OFFICER	RECRUIT TRAINING	3/17/2003	2193.60
APACIBLE	POLICE OFFICER	FIFTEENTH DISTRICT	4/22/2003	430.97
APACIBLE	POLICE OFFICER	FIFTEENTH DISTRICT	5/29/2003	478.27
ARNOTE	POLICE OFFICER	NINETEENTH DISTRICT	3/24/2003	1663.48
ARRIYO	POLICE OFFICER	TENTH DISTRICT	4/21/2003	1082.90
ARTIS	POLICE OFFICER	CENTRAL DETENTION SECTION	5/07/2003	441.00
AUGUSTE	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	5/21/2003	13787.86
AUGUSTINE	POLICE OFFICER	EIGHTEENTH DISTRICT	3/23/2003	345.46
AVAILOS	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	3/26/2003	12928.61
AVILA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/01/2001	207.00
BACHER	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/01/2003	114.00
BATER	POLICE OFFICER	EIGHTEENTH DISTRICT	4/27/2003	308.69
BAKOPOULOS	POLICE OFFICER	SECOND DISTRICT	3/23/2003	90.00
BAKUTIS	POLICE OFFICER	UNKNOWN	1/29/2003	890.40
BANASIKIEWICZ	POLICE OFFICER	ELEVENTH DISTRICT	11/03/2002	1194.00
BANUELOS	POLICE OFFICER	NARCOTICS SECTION	4/30/2003	414.79
BARCLAY	POLICE OFFICER	SEVENTH DISTRICT	10/11/2002	4703.86
BARKSTROM	POLICE OFFICER	THIRTIETH DISTRICT	4/22/2003	1528.63
BARNES	POLICE OFFICER	NARCOTICS SECTION	5/21/2000	622.54
BARNES	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	3/09/2002	70.70
BARNES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/11/2003	493.29
BARNEY	POLICE OFFICER	FIFTEENTH DISTRICT	2/01/2002	9.00
BARTMAN	POLICE OFFICER	EIGHTH DISTRICT	2/01/2002	100.00
BATADEL	POLICE OFFICER	NINETEENTH DISTRICT	2/27/2003	36.00
DATES	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	5/10/2003	334.27
DATOR	POLICE OFFICER	NARCOTICS SECTION	10/25/2002	242.00
DATOR	POLICE OFFICER	NARCOTICS SECTION	1/10/2003	2471.60
DATTAGLIA	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/20/2002	1127.48
DATTAGLIA	POLICE OFFICER	EIGHTEENTH DISTRICT	4/09/2003	2062.25
DEACON	POLICE OFFICER	NARCOTICS SECTION	2/17/2002	81.00
DECKER	POLICE OFFICER	FIFTEENTH DISTRICT	4/15/2003	347.00
DEESE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/27/2003	100.00
DEHLING	POLICE OFFICER	SEVENTH DISTRICT	3/16/2003	139.03
DELLONY	POLICE OFFICER	SIXTEENTH DISTRICT	4/19/2003	314.28
DELMONTEZ	POLICE OFFICER	THIRD DISTRICT	12/18/2002	103.00
DENSON	POLICE OFFICER	FIFTH DISTRICT	11/03/2002	188.00

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/04/2003

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BERGADON	POLICE OFFICER	SIXTEENTH DISTRICT	9/05/2003	964.81
BIRD	POLICE OFFICER	NINTH DISTRICT	2/09/2003	614.70
BLAYDES	POLICE OFFICER	THIRD DISTRICT	9/02/2003	229.42
BOLDMAN	POLICE OFFICER	FOURTH DISTRICT	4/27/2003	950.00
BOOKER	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	2/02/2003	1247.70
BOYD	POLICE OFFICER	THIRD DISTRICT	3/14/2003	569.70
BOYD	POLICE OFFICER	BOMB AND ARSON SECTION	4/09/2003	3437.20
BOYLE-MIKRUT	POLICE OFFICER	EIGHTH DISTRICT	10/09/2002	720.00
BRANNIGAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/26/2003	1047.50
BRAXTON	POLICE OFFICER	THIRD DISTRICT	9/22/2003	381.00
BRIGHT	POLICE OFFICER	SEVENTH DISTRICT	3/16/2003	783.00
BROWN	POLICE OFFICER	SECOND DISTRICT	3/08/2003	7806.77
BROWN	POLICE OFFICER	SIXTH DISTRICT	4/26/2003	125.00
BROWN	POLICE OFFICER	FIFTH DISTRICT	10/03/2002	209.00
BROWN-JOHNSON	POLICE OFFICER	SIXTH DISTRICT	10/11/1998	169.00
BRUECK	POLICE OFFICER	SEVENTEENTH DISTRICT	4/12/2003	280.70
BURFORD	POLICE OFFICER	SEVENTH DISTRICT	7/01/2000	689.50
BURKE	POLICE OFFICER	EIGHTEENTH DISTRICT	5/26/2003	217.00
BURNS	POLICE OFFICER	EIGHTH DISTRICT	8/10/2002	607.00
BURNS	POLICE OFFICER	EIGHTEENTH DISTRICT	5/07/2003	348.31
BURZINSKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/21/2002	10136.59
CABALLERO	POLICE OFFICER	TENTH DISTRICT	8/18/2002	262.50
CAIN	POLICE OFFICER	SECOND DISTRICT	1/09/2003	138.00
CALIXTO	POLICE OFFICER	THIRTEENTH DISTRICT	1/08/2003	1674.00
CAMPBELL	POLICE OFFICER	SECOND DISTRICT	3/06/2003	36.00
CANNON	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/23/2003	274.00
CAND	POLICE OFFICER	EIGHTEENTH DISTRICT	5/27/2002	980.70
CANDS	POLICE OFFICER	FIFTEENTH DISTRICT	3/06/2003	165.00
CARRITHERS	POLICE OFFICER	THIRD DISTRICT	1/04/2003	406.00
CARRILLO	POLICE OFFICER	FIFTH DISTRICT	3/31/2003	601.00
CASAS	POLICE OFFICER	THIRD DISTRICT	1/23/2001	11.00
CASE	POLICE OFFICER	NINTH DISTRICT	10/05/2001	85.00
CATANZARA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/17/2003	2734.60
CATO	POLICE OFFICER	SECOND DISTRICT	4/24/1999	979.30
CAVES-BREEN	POLICE OFFICER	FOURTEENTH DISTRICT	4/05/2002	148.00
CAVIN	POLICE OFFICER	FOURTH DISTRICT	5/11/2001	61.00
CERVENY-HISCHOFF	POLICE OFFICER	SEVENTH DISTRICT	2/05/2003	1471.00
CHUICH	POLICE OFFICER	CENTRAL DETENTION SECTION	9/06/2001	40.00
CHAMPAGLIA	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/03/2001	263.20
CLARK	POLICE OFFICER	EIGHTEENTH DISTRICT	3/17/2003	310.30
CLEARY	POLICE OFFICER	SEVENTH DISTRICT	2/07/2003	187.00
COEN	POLICE OFFICER	RECRUIT TRAINING	3/02/2003	379.00
COFFEY	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	3/23/2003	629.00
COLDERT	POLICE OFFICER	SIXTH DISTRICT	3/22/2003	403.00
COLEMAN	POLICE OFFICER	THIRD DISTRICT	4/14/2003	653.44
COLLIER	POLICE OFFICER	FIFTEENTH DISTRICT	11/11/2002	564.75
COLLINS	POLICE OFFICER	SEVENTH DISTRICT	3/15/2003	769.00
			3/25/2001	415.10
			12/31/2002	1276.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/04/2003

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
KATHLEEN A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/27/2002	64.00
ROBERTO	POLICE OFFICER	ELEVENTH DISTRICT	4/09/2003	291.60
KEVIN M	POLICE OFFICER	SEVENTH DISTRICT	2/15/2002	194.40
CYNTHIA A	POLICE OFFICER	EIGHTH DISTRICT	4/20/2003	946.97
DENNIS E	POLICE OFFICER	NINTH DISTRICT	3/24/2003	2931.00
KEITH	POLICE OFFICER	FIFTH DISTRICT	1/27/1996	299.00
THOMAS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/18/2002	433.00
STACEY	POLICE OFFICER	FOURTH DISTRICT	3/18/2003	379.00
FREDOIE	POLICE OFFICER	FIFTH DISTRICT	3/26/2003	981.80
NICHOLAS	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/23/2003	274.00
MICHAEL N	POLICE OFFICER	EIGHTH DISTRICT	7/03/2002	33.00
MICHAEL E	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/07/2003	283.80
DAWN M	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/07/2003	168.00
KEVIN	POLICE OFFICER	RECRUIT TRAINING	1/22/2003	93.00
SCOTT J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/24/2003	246.00
MICHAEL	POLICE OFFICER	THIRD DISTRICT	1/05/2003	4947.40
THOMAS M	POLICE OFFICER	TENTH DISTRICT	4/02/2003	1467.90
BRIAN K	POLICE OFFICER	ELEVENTH DISTRICT	8/21/2002	5813.04
MARK R	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/28/2003	582.87
KURT M	POLICE OFFICER	SIXTEENTH DISTRICT	4/15/2003	2916.59
ANDREW J	POLICE OFFICER	ELEVENTH DISTRICT	10/23/2002	116.00
VADIM	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/15/2003	306.00
CURTIS	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/14/1994	59.00
FRED	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/27/2003	351.96
THOMAS	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	1/04/2003	72.00
HECTOR	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/09/2003	13148.62
MARK H	POLICE OFFICER	EIGHTH DISTRICT	10/21/2002	610.31
MONICA M	POLICE OFFICER	SIXTH DISTRICT	9/30/1999	401.00
SEAN L	POLICE OFFICER	THIRD DISTRICT	6/26/2002	1503.00
THOMAS A	POLICE OFFICER	SIXTH DISTRICT	8/21/1996	423.00
WILLIAM B	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	2/08/2003	103.00
MICHAEL	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	10/29/2002	746.00
MARC C	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/05/2003	1557.80
YVONNE	POLICE OFFICER	EIGHTH DISTRICT	4/14/2003	5413.11
HENRY	POLICE OFFICER	ELEVENTH DISTRICT	3/25/2002	299.00
FRANCIS N	POLICE OFFICER	EIGHTH DISTRICT	3/27/2002	773.60
MICHAEL K	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/31/1999	153.00
MICHAEL J	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/07/2001	220.00
DEBRA L	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/01/1994	64.00
ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/24/2002	166.00
JUDE N	POLICE OFFICER	SIXTEENTH DISTRICT	2/04/2003	1908.00
JOHN C	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/07/2003	374.82
JANEIT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/13/2003	251.00
KATHERINE M	POLICE OFFICER	FIRST DISTRICT	3/25/2003	103.00
BERNARD	POLICE OFFICER	UNKNOWN	7/14/1989	795.00
GUS	POLICE OFFICER	FOURTEENTH DISTRICT	4/27/2000	16422.60
SEAN P	POLICE OFFICER	FIFTEENTH DISTRICT	4/16/2003	10439.44
PHILIP	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/13/2003	31.00
GEORGE M	POLICE OFFICER	SECOND DISTRICT	3/27/2001	72.00

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/04/2003

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
DOWLING	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	2/09/2003	103.00
DURLAND	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/03/2001	108.00
DZIWILSKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/05/2002	407.00
EARLS	POLICE OFFICER	THIRD DISTRICT	12/20/2002	684.00
EDWARDS	POLICE OFFICER	FIFTEENTH DISTRICT	3/02/2003	412.83
EDWARDS	POLICE OFFICER	FIFTEENTH DISTRICT	3/23/2003	728.68
EGAN	POLICE OFFICER	NINTH DISTRICT	12/24/1998	763.00
EICHLER	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/06/2003	7456.10
EIGENBAUER	POLICE OFFICER	FOURTEENTH DISTRICT	9/06/1999	63.00
ELKINS	POLICE OFFICER	SEVENTH DISTRICT	5/23/2002	135.00
ELLIOTT	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/18/2002	649.00
ENG	POLICE OFFICER	FIFTEENTH DISTRICT	4/02/2003	1605.00
ENG	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	10/01/2002	31.00
ESPINDA	POLICE OFFICER	FOURTH DISTRICT	9/08/2002	30.00
ESQUIVEL	POLICE OFFICER	PREV. PROGRAMS & NEIGHBORHOOD	1/17/2002	64.00
EVANS	POLICE OFFICER	SEVENTH DISTRICT	3/19/2003	1023.95
FANNING	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	1/26/2003	11512.31
FENNER	POLICE OFFICER	FIRST DISTRICT	12/28/2001	34.99
FIGHT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/23/2003	1470.00
FIELDS	POLICE OFFICER	EIGHTEENTH DISTRICT	3/09/2003	230.55
FINNELLY	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	4/26/2003	4982.08
FISH	POLICE OFFICER	EIGHTEENTH DISTRICT	3/14/2003	82.00
FITZSIMMONS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/09/2003	209.00
FITZSIMMONS	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	4/09/2003	1253.50
FLAGG	POLICE OFFICER	SEVENTH DISTRICT	1/11/2003	125.00
FOLEY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/19/2002	317.70
FRANCIS	POLICE OFFICER	THIRTEENTH DISTRICT	3/19/2003	325.00
FRANK	POLICE OFFICER	SEVENTH DISTRICT	3/13/2003	369.00
FRANK	POLICE OFFICER	UNKNOWN	12/08/2002	1196.50
FRANK	POLICE OFFICER	EIGHTH DISTRICT	1/31/2003	636.00
FRANK	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	3/17/2003	90.00
FRANK	POLICE OFFICER	SEVENTH DISTRICT	5/31/2002	607.00
FRANK	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/14/2003	8196.55
FRANK	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	4/15/2003	371.20
FRANK	POLICE OFFICER	FIFTEENTH DISTRICT	4/21/2003	2256.80
FRANK	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/03/2003	489.00
FRANK	POLICE OFFICER	FOURTH DISTRICT	1/26/2003	29.00
FRANK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/29/2003	7750.10
FRANK	POLICE OFFICER	RECRUIT TRAINING	9/16/2000	971.40
FRANK	POLICE OFFICER	RECRUIT TRAINING	1/24/2003	4938.00
FRANK	POLICE OFFICER	RECRUIT TRAINING	9/30/2002	680.97
FRANK	POLICE OFFICER	EIGHTEENTH DISTRICT	1/13/2003	1018.73
FRANK	POLICE OFFICER	UNKNOWN	2/23/2003	3181.40
FRANK	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/12/2002	12.99
FRANK	POLICE OFFICER	SEVENTH DISTRICT	1/12/2002	230.00
FRANK	POLICE OFFICER	ELEVENTH DISTRICT	4/09/2003	954.61
FRANK	POLICE OFFICER	TENTH DISTRICT	3/08/2003	107.00
FRANK	POLICE OFFICER	TENTH DISTRICT	8/16/2002	348.30
FRANK	POLICE OFFICER	TENTH DISTRICT	3/12/2003	250.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/04/2003

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GASTON	POLICE OFFICER	RECRUIT TRAINING	1/17/2003	60.00
GAWLIK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/13/2003	15491.98
GAYMAN	POLICE OFFICER	ELEVENTH DISTRICT	2/25/2003	913.40
GEMSKIE	POLICE OFFICER	TWELFTH DISTRICT	6/17/2001	145.60
GHORDANIAN	POLICE OFFICER	FIFTEENTH DISTRICT	6/02/2002	8975.53
GILLERLAIN	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/20/2003	558.00
GILLOTT	POLICE OFFICER	TWELFTH DISTRICT	6/12/1999	122.00
GIULIANI	POLICE OFFICER	TWENTIETH DISTRICT	10/02/2000	119.87
GODINEZ	POLICE OFFICER	RECRUIT TRAINING	1/13/2003	52.00
GOLINSKI	POLICE OFFICER	ELEVENTH DISTRICT	2/16/2003	1199.50
GOMEZ	POLICE OFFICER	FOURTEENTH DISTRICT	6/22/2002	110.00
GONZALEZ	POLICE OFFICER	FOURTEENTH DISTRICT	9/19/2002	248.00
GONZALEZ	POLICE OFFICER	TENTH DISTRICT	3/29/2001	1450.40
GODMER	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	10/01/2002	1477.70
GOPEZ	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/10/2003	3404.75
GORDON	POLICE OFFICER	THIRTEENTH DISTRICT	3/24/2003	71.79
GORDON	POLICE OFFICER	SEVENTH DISTRICT	11/01/2002	810.00
GORDON	POLICE OFFICER	SEVENTEENTH DISTRICT	2/22/2003	3896.75
GORSKI	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	1/09/2003	11.00
GOUNARIS	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	12/09/2002	1098.00
GOUNARIS	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	6/08/2002	46.00
GRAHAM	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	7/11/2002	34.00
GEORGE	POLICE OFFICER	ORGANIZED CRIME DIVISION ADMIN	10/09/2002	1933.03
GEORGE	POLICE OFFICER	SEVENTEENTH DISTRICT	2/08/2003	305.00
GREEN	POLICE OFFICER	SEVENTH DISTRICT	4/30/2003	2312.46
GREEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/07/2003	374.82
GRIFFIN	POLICE OFFICER	EIGHTEENTH DISTRICT	3/29/2003	1731.10
GRIFITH	POLICE OFFICER	FIFTH DISTRICT	1/21/2003	46.00
GRIMM	POLICE OFFICER	TWELFTH DISTRICT	1/04/2003	31.00
GRUBBS	POLICE OFFICER	SIXTH DISTRICT	4/18/2003	1074.89
GUZMAN	POLICE OFFICER	TWELFTH DISTRICT	12/01/2000	640.50
HADAC	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	2/23/2003	1507.50
HALEAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/13/2003	62.00
HALLS	POLICE OFFICER	FIRST DISTRICT	12/25/2002	105.00
HALPERN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/10/2003	395.49
HARDT	POLICE OFFICER	RECRUIT TRAINING	3/13/2003	250.00
HARDY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/02/2003	1721.70
HARGES	POLICE OFFICER	FIFTH DISTRICT	3/12/2003	80.00
HARRIS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/09/2003	4101.69
HARRIS	POLICE OFFICER	FIFTEENTH DISTRICT	4/09/2003	250.00
HARRISON	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/18/2002	45.00
HARVEY	POLICE OFFICER	FIRST DISTRICT	3/11/2003	435.00
HAWKINS	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/02/2003	187.00
HAWTHORNE	POLICE OFFICER	EIGHTH DISTRICT	1/17/2003	1014.00
HAWWAT	POLICE OFFICER	TWENTIETH DISTRICT	4/24/2003	221.90
HEDBERG	POLICE OFFICER	RECRUIT TRAINING	3/25/2003	583.00
HEIDENWALD	POLICE OFFICER	ELEVENTH DISTRICT	3/25/2003	225.00
HERNANDEZ-REY	POLICE OFFICER	TWELFTH DISTRICT	4/26/2002	64.00
HERRERA	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/08/2003	37.00

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/04/2003

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
HICKEY	POLICE OFFICER	SIXTH DISTRICT	1/29/2003	551.00
HIHN-CZYSON	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	4/11/2002	63.00
HOFFMANN	POLICE OFFICER	FOURTH DISTRICT	3/08/2003	260.00
HORTON	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	1/09/2003	216.00
HOULIHAN	POLICE OFFICER	TWELFTH DISTRICT	1/24/2003	39.00
HOUSTON	POLICE OFFICER	RECRUIT TRAINING	1/22/2003	1971.00
HUMSKI	POLICE OFFICER	FIFTEENTH DISTRICT	4/29/2003	233.00
HUDSON	POLICE OFFICER	ELEVENTH DISTRICT	1/13/2003	110.00
HURLEY	POLICE OFFICER	TWELFTH DISTRICT	3/08/2003	2353.00
IRONS	POLICE OFFICER	SECOND DISTRICT	9/08/2001	149.00
ISAKSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/28/2002	60.00
JACKOVAC	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/15/2003	1536.64
JACKSON	POLICE OFFICER	FIFTH DISTRICT	5/30/2002	78.00
JACKSON	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/1977	33.28
JACKSON	POLICE OFFICER	THIRD DISTRICT	9/10/1994	460.00
JACOB	POLICE OFFICER	RECRUIT TRAINING	5/25/2002	142.00
JAMISON	POLICE OFFICER	NINETEENTH DISTRICT	4/01/2003	1044.29
JANKOWSKI	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/08/2003	15.00
JANOWITTA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/04/2003	3087.75
JASTRZEDSKI-GUALIZZA	POLICE OFFICER	ELEVENTH DISTRICT	12/19/2002	865.00
JEDD	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	6/17/1996	45.00
JELKS	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/22/2003	334.00
JOHNSON	POLICE OFFICER	RECRUIT TRAINING	9/25/1995	170.00
JOHNSON	POLICE OFFICER	FOURTEENTH DISTRICT	4/03/2003	25683.63
JOHNSON	POLICE OFFICER	CENTRAL DETENTION SECTION	4/23/2003	436.24
JOHNSON	POLICE OFFICER	BOMB AND ARSON SECTION	9/05/1999	2332.40
JOHNSON	POLICE OFFICER	EIGHTH DISTRICT	3/03/1997	177.00
JOHNSON	POLICE OFFICER	FIFTH DISTRICT	11/09/2002	916.00
JONES	POLICE OFFICER	TWELFTH DISTRICT	4/28/2003	137.00
KANE	POLICE OFFICER	ELEVENTH DISTRICT	2/19/2003	76.00
KANE	POLICE OFFICER	EIGHTH DISTRICT	4/09/2003	344.10
KANER	POLICE OFFICER	TWELFTH DISTRICT	1/06/2003	5517.65
KAPPEL	POLICE OFFICER	SEVENTH DISTRICT	9/29/2002	76.30
KENNA	POLICE OFFICER	THIRD DISTRICT	6/26/2002	266.00
KHAN	POLICE OFFICER	EIGHTEENTH DISTRICT	4/26/2003	217.00
KIENZLE	POLICE OFFICER	NINTH DISTRICT	4/30/2003	1370.00
KILMER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/24/2003	354.00
KILROY	POLICE OFFICER	THIRD DISTRICT	5/12/2002	94.00
KILROY	POLICE OFFICER	THIRD DISTRICT	3/09/2003	572.50
KINZLOW	POLICE OFFICER	SIXTEENTH DISTRICT	1/23/2002	109.00
KINZIE	POLICE OFFICER	NINTH DISTRICT	3/08/2003	9927.70
KOPSKY	POLICE OFFICER	TWELFTH DISTRICT	5/04/1993	3411.00
KOSIEMICZ	POLICE OFFICER	EIGHTH DISTRICT	4/16/2002	11.00
KOSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/27/2002	93.40
KOSMYNA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/15/2000	495.00
KOSZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/27/2002	986.00
KUEHLMAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/10/2001	203.00
KUEHLMAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/17/2003	1881.60
KUHNIS-OTTOLE	POLICE OFFICER	NINETEENTH DISTRICT	6/04/2001	108.00

CITY OF CHICAGO

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KUHNS-OTDOLE	POLICE OFFICER	SIXTEENTH DISTRICT	2/27/2003	39.00
KUJAWA	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/08/2002	454.00
KUNZ	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/05/2002	134.00
KWIATKOWSKI	POLICE OFFICER	FIFTH DISTRICT	2/06/2003	11.00
LAMB	POLICE OFFICER	EIGHTH DISTRICT	3/07/2003	1722.60
LAMPKIN	POLICE OFFICER	THIRD DISTRICT	3/04/2003	616.00
LAMPRES	POLICE OFFICER	SIXTEENTH DISTRICT	5/05/2000	11.00
LANDRUM	POLICE OFFICER	FOURTH DISTRICT	4/17/2003	991.70
LANE	POLICE OFFICER	DISTRICT REINSTATEMENTS	3/19/2003	165.00
LANGE	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/07/2003	4638.09
LAPLAN	POLICE OFFICER	FIFTEENTH DISTRICT	3/17/2003	465.35
LAPPE	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/1988	263.00
LASKA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/15/2003	824.00
LATSOS	POLICE OFFICER	EIGHTH DISTRICT	3/25/2003	665.10
LAURICH	POLICE OFFICER	NINETEENTH DISTRICT	4/03/2003	467.65
LEAVITT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/18/2001	177.00
LEBENSORGER	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/03/2002	1130.44
LEE	POLICE OFFICER	FOURTEENTH DISTRICT	3/02/2002	640.00
LEE1	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/09/2003	325.90
LEONARD	POLICE OFFICER	FOURTH DISTRICT	3/11/2003	697.50
LEUNG	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/03/2003	1035.60
LEVIGNE	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	6/27/2002	213.00
LEVIGNE	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	1/31/2003	80.00
LEWIS	POLICE OFFICER	FOURTH DISTRICT	12/16/2001	520.28
LEWIS	POLICE OFFICER	THIRD DISTRICT	3/13/2003	6920.30
LIAPKPOULOS	POLICE OFFICER	SIXTH DISTRICT	3/01/2003	319.00
LIARAKOS	POLICE OFFICER	EIGHTEENTH DISTRICT	3/29/2003	373.33
LIFUNTI	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	7/11/2002	118.00
LLOYD	POLICE OFFICER	ELEVENTH DISTRICT	4/22/2003	276.90
LODWICH	POLICE OFFICER	SEVENTH DISTRICT	2/07/2003	3003.00
LOLENG	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/04/2003	558.00
LOMBARD	POLICE OFFICER	FOURTEENTH DISTRICT	4/19/2003	613.49
LOPEZ	POLICE OFFICER	EIGHTEENTH DISTRICT	3/29/2003	1587.25
LOPEZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/15/2003	40.00
LOPEZ	POLICE OFFICER	THIRD DISTRICT	12/22/2002	390.00
LOTHMAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/19/2001	75.00
LOUIS	POLICE OFFICER	FOURTEENTH DISTRICT	4/24/2003	1101.94
LOZADA-REYES	POLICE OFFICER	THIRTEENTH DISTRICT	8/09/2002	2160.40
LUBINSKI	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	2/19/2003	101.00
LUKE	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/01/2003	437.50
LUTHER	POLICE OFFICER	NINETEENTH DISTRICT	10/16/2001	189.00
LUTZOW	POLICE OFFICER	NINETEENTH DISTRICT	2/13/2003	196.00
MACK	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/20/2002	262.00
MAGLIANO	POLICE OFFICER	THIRD DISTRICT	2/05/2003	46.00
MALCZYNSKI	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	10/02/2002	339.71
MANARES	POLICE OFFICER	SIXTEENTH DISTRICT	4/13/2003	294.88
MARGELEWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	1/04/2003	434.64
MARKOVICH	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/26/2003	66.00
MARTINEZ	POLICE OFFICER	EIGHTH DISTRICT	2/22/2002	2358.90

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MARTINEZ GEORGE	POLICE OFFICER	UNKNOWN	8/14/2002	348.00
MARTINEZ JUAN H	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	7/09/2002	210.00
MARTINEZ WILLIAM	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	1/17/2001	59.00
MASEY JAY E	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/09/2003	937.40
MASTERSON MARY E	POLICE OFFICER	TWELFTH DISTRICT	7/03/2002	711.20
MATLOCK-HORTON LATAUSKA	POLICE OFFICER	SIXTH DISTRICT	1/19/2002	192.49
MATLOCK-HORTON LATAUSKA	POLICE OFFICER	SIXTH DISTRICT	7/17/2002	762.22
MATTHEWS PAUL	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	5/31/2002	61.00
MATVAL DAVID	POLICE OFFICER	TENTH DISTRICT	11/12/2002	227.00
MAYAS CARLOS	POLICE OFFICER	THIRTEENTH DISTRICT	3/05/2003	414.50
MAYDSKI NICOLE H	POLICE OFFICER	SEVENTH DISTRICT	10/23/2002	548.80
MAZUR THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	3/04/1997	2980.60
MC GOVERN EDWARD	POLICE OFFICER	SIXTH DISTRICT	4/13/1977	250.00
MCBRIDE BYRON	POLICE OFFICER	FOURTH DISTRICT	3/07/2003	180.00
MCCALL JOHN S	POLICE OFFICER	FOURTH DISTRICT	3/07/2003	180.00
MCCARTHY JEAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/12/2003	482.05
MCCOURT JOSEPH E	POLICE OFFICER	EIGHTH DISTRICT	11/20/2002	535.00
MCDERMOTT DOUGLAS	POLICE OFFICER	EIGHTEENTH DISTRICT	4/03/2003	339.95
MCDONALD CHARLES	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	2/14/2003	3273.31
MCELDRATH DENDGYA B	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	6/16/2002	850.00
MCELROY KAREN	POLICE OFFICER	EIGHTH DISTRICT	9/10/2002	213.00
MCGEE JOHN T	POLICE OFFICER	SECOND DISTRICT	2/23/2003	910.00
MCGHEE JOYCE	POLICE OFFICER	FIFTH DISTRICT	3/27/2003	395.49
MCKANEY JEFFREY A	POLICE OFFICER	SIXTEENTH DISTRICT	2/13/2001	108.15
MCKENNA CATHERINE I	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/15/2003	765.09
MELCHERT DAWN	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/01/2003	529.63
MENDOZA CRISTOBAL	POLICE OFFICER	TENTH DISTRICT	4/18/2003	2355.01
MENDOZA JUAN	POLICE OFFICER	SECOND DISTRICT	7/07/2002	401.00
MEROLA DOMINIC R	POLICE OFFICER	THIRD DISTRICT	12/12/2002	68.00
METKE NATALIE M	POLICE OFFICER	EIGHTEENTH DISTRICT	10/30/2002	34.00
MEZIERE RONALD T	POLICE OFFICER	FIFTEENTH DISTRICT	3/01/2002	192.00
MICHALIK JANE E	POLICE OFFICER	UNKNOWN	8/30/2001	57.00
MILLER EUGENIA	POLICE OFFICER	TWELFTH DISTRICT	7/10/2001	550.20
MILLER LEMORNET	POLICE OFFICER	ELVENTH DISTRICT	3/15/2003	205.00
MILLER RYAN J	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/20/2003	549.10
MILLER STEPHEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/03/2002	82.00
MILLS DARRELL	POLICE OFFICER	YOUTH DIVISION AREA ONE	8/21/2002	127.00
MILLS RONALD C	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	11/19/2002	45.00
MIRANDA ALEJANDRO	POLICE OFFICER	ELEVENTH DISTRICT	4/09/2003	499.40
MITCHELL MARLON S	POLICE OFFICER	SIXTH DISTRICT	6/07/2001	201.00
MOCK LLOYD	POLICE OFFICER	ELEVENTH DISTRICT	10/03/2002	62.00
MOLONEY JAMES T	POLICE OFFICER	FOURTH DISTRICT	4/14/2003	559.50
MONDRAGON LISA R	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/24/2003	1735.10
MONTES LOUIS	POLICE OFFICER	EIGHTH DISTRICT	11/16/2002	165.00
MOORE HORACE	POLICE OFFICER	FOURTH DISTRICT	3/12/2003	840.00
MOORE-POWELL CENTERIA	POLICE OFFICER	THIRD DISTRICT	4/09/2002	345.00
MORALES MARIO A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/02/1999	118.00
MORRIS CHRISTOPHER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/11/2002	385.70
MORRIS TERRENCE	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	6/30/2002	145.00

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MORRIS	POLICE OFFICER	PUBLIC HOUSING UNIT--SOUTH	1/22/2003	2229.40
MOSTACCHIO	POLICE OFFICER	EIGHTEENTH DISTRICT	3/23/2001	260.40
MUEHLFELDER	POLICE OFFICER	SEVENTEENTH DISTRICT	3/02/1993	363.00
MUHAMMAD	POLICE OFFICER	SECOND DISTRICT	4/13/2003	343.00
MUHAMMAD	POLICE OFFICER	EIGHTEENTH DISTRICT	5/29/2002	680.00
MULLEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/16/1996	54806.93
MULLINS	POLICE OFFICER	SIXTH DISTRICT	2/26/2003	739.00
MUNGUIA	POLICE OFFICER	ELEVENTH DISTRICT	11/29/2002	105.00
MUNO	POLICE OFFICER	PUBLIC HOUSING UNIT--NORTH	7/19/2002	31.00
MURAWSKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/19/2002	20.00
MURAWSKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/27/2003	250.00
MURPHY	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/05/2002	61.00
MURPHY	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/01/2002	264.00
MURPHY	POLICE OFFICER	SEVENTH DISTRICT	3/25/2002	51.00
MURRAY	POLICE OFFICER	RECRUIT TRAINING	11/19/2002	27.07
NAPOLITANO	POLICE OFFICER	FIFTEENTH DISTRICT	3/08/2000	18.00
NAPOLITANO	POLICE OFFICER	FIFTEENTH DISTRICT	4/29/2003	210.60
NASZKE	POLICE OFFICER	FIFTEENTH DISTRICT	6/17/2002	185.00
NELSON	POLICE OFFICER	NINETEENTH DISTRICT	4/11/2003	2693.80
NELSON	POLICE OFFICER	SECOND DISTRICT	4/25/2003	312.48
NEMCOVIC	POLICE OFFICER	EIGHTH DISTRICT	11/24/2002	362.00
NEMCOVIC	POLICE OFFICER	FIRST DISTRICT	2/23/2003	90.00
NICHOL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/18/2003	310.55
NICHOLS	POLICE OFFICER	TRAINING DIVISION	12/16/2002	440.00
NICHOLS	POLICE OFFICER	SECOND DISTRICT	3/06/2003	299.70
NOLAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/12/2003	1274.35
O'BRIEN	POLICE OFFICER	FIFTEENTH DISTRICT	4/03/2003	184.00
OCARROLL	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/24/2002	105.00
OCONEILL	POLICE OFFICER	RECRUIT TRAINING	3/20/1996	1404.40
ODEN	POLICE OFFICER	PUBLIC HOUSING UNIT--SOUTH	3/11/2003	94.00
ODESHOO	POLICE OFFICER	NINETEENTH DISTRICT	4/03/2003	2471.93
OLSON	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/09/2003	826.00
ORZOG	POLICE OFFICER	TWELFTH DISTRICT	4/14/2003	435.80
ORTA	POLICE OFFICER	TENTH DISTRICT	8/09/2002	279.20
ORTEGON	POLICE OFFICER	NARMIKS SECTION	4/23/2003	368.00
ORTIZ	POLICE OFFICER	SIXTH DISTRICT	4/03/2003	368.00
OSHEA	POLICE OFFICER	FIRST DISTRICT	11/06/2002	816.00
OSWALD	POLICE OFFICER	NARMIKS SECTION	2/05/2003	339.00
OTTEN	POLICE OFFICER	TWELFTH DISTRICT	8/11/1999	254.00
OWEN	POLICE OFFICER	FOURTH DISTRICT	4/29/2003	514.70
PAPAIANNIDOU	POLICE OFFICER	FIFTH DISTRICT	3/13/2003	1891.70
PAPECK	POLICE OFFICER	EIGHTEENTH DISTRICT	9/01/2002	277.00
PARHAM	POLICE OFFICER	SCHOOL PATROL UNIT--ADMINISTRAT	3/27/2003	3107.65
PARK	POLICE OFFICER	EIGHTEENTH DISTRICT	8/27/2002	700.00
PARKER	POLICE OFFICER	FIFTEENTH DISTRICT	3/04/2003	4412.58
PARKLICH	POLICE OFFICER	THIRTEENTH DISTRICT	4/15/2003	854.71
PARRILLI	POLICE OFFICER	FIFTEENTH DISTRICT	10/02/2002	32.00
PARTIDA	POLICE OFFICER	TENTH DISTRICT	5/26/2003	140.12
		TENTH DISTRICT	4/30/2003	1197.70

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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
PASQUA	POLICE OFFICER	THIRTEENTH DISTRICT	1/01/2003	744.50
PATTERSON	POLICE OFFICER	SECOND DISTRICT	4/19/2003	151.20
PAYNE	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/12/2003	499.98
PAZ	POLICE OFFICER	THIRTEENTH DISTRICT	4/04/2003	245.79
PECK	POLICE OFFICER	TRAINING DIVISION	12/11/2002	3179.70
RECURRAHO	POLICE OFFICER	NINETEENTH DISTRICT	8/03/1999	702.00
PELLONARI	POLICE OFFICER	FOURTEENTH DISTRICT	3/18/2003	13149.80
PERAJNO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/05/2003	34.00
PEREZ	POLICE OFFICER	TWELFTH DISTRICT	8/12/2002	414.00
PEREZ	POLICE OFFICER	SIXTH DISTRICT	4/27/2003	847.49
PEREZ	POLICE OFFICER	FOURTEENTH DISTRICT	2/23/2001	719.99
PERUSICH	POLICE OFFICER	EIGHTH DISTRICT	1/11/2002	1073.86
PET	POLICE OFFICER	THIRD DISTRICT	3/11/2003	662.00
PHILAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/13/2003	3975.80
PHILLIPS	POLICE OFFICER	SECOND DISTRICT	4/15/2001	591.00
PHILLIPS	POLICE OFFICER	TWELFTH DISTRICT	6/23/2002	240.10
PIENTA	POLICE OFFICER	EIGHTH DISTRICT	3/31/2003	11757.05
PIESZK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/06/2002	166.00
PITROWSKI	POLICE OFFICER	ELEVENTH DISTRICT	6/26/2001	129.36
PITTMAN	POLICE OFFICER	SIXTH DISTRICT	7/29/2002	849.44
PLACHNO	POLICE OFFICER	TWENTIFTH DISTRICT	3/15/2003	68.00
PLEWA	POLICE OFFICER	SIXTEENTH DISTRICT	2/04/2003	288.10
POE	POLICE OFFICER	TENTH DISTRICT	8/31/1987	4494.70
POLAND	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/02/2001	262.32
POSTELNICK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/28/2003	1571.24
PRIETO	POLICE OFFICER	SECOND DISTRICT	4/08/2003	3126.26
PRINCE	POLICE OFFICER	THIRD DISTRICT	5/04/2003	1236.60
PRINGLE	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/30/2002	265.09
QUATTROCCHI	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/19/2002	1412.00
QUINN	POLICE OFFICER	EIGHTEENTH DISTRICT	1/11/2003	3783.47
QUINN	POLICE OFFICER	SEVENTH DISTRICT	4/01/2002	403.12
QUINN	POLICE OFFICER	UNKNOWN	4/08/2003	121.68
QUINN	POLICE OFFICER	EIGHTH DISTRICT	8/05/2002	11.00
RAMIREZ	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	1/30/2001	114.36
RAMUS	POLICE OFFICER	SEVENTEENTH DISTRICT	4/26/2003	265.72
RAPIER-MARTIN	POLICE OFFICER	THIRD DISTRICT	11/13/2002	560.00
RAY	POLICE OFFICER	ELEVENTH DISTRICT	1/31/2003	3393.06
RAZKOWIC	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/16/2003	643.60
REID	POLICE OFFICER	THIRD DISTRICT	10/12/2002	64.00
RESENDEZ III	POLICE OFFICER	THIRD DISTRICT	4/15/2003	544.50
RESPONDI	POLICE OFFICER	EIGHTEENTH DISTRICT	9/11/2002	310.00
REYES	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	1/20/2003	347.76
RICHARD-KAMALU	POLICE OFFICER	NINTH DISTRICT	2/14/2003	76.00
RICHARD-KAMALU	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/23/2002	204.00
RIDGELL	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/27/2001	276.39
RILEY	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	4/12/2003	457.00
RIRDOAN	POLICE OFFICER	THIRD DISTRICT	3/09/2002	279.71
	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/20/2003	240.00
			3/18/2003	1420.00

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***** EMPLOYEE NAME *****	RANK *****	UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RIVERA	POLICE OFFICER	FIFTEENTH DISTRICT	2/19/2003	549.00
RIZZO	POLICE OFFICER	TENTH DISTRICT	10/14/2001	308.14
ROBINSON	POLICE OFFICER	ELEVENTH DISTRICT	2/07/2002	57.00
ROBINSON	POLICE OFFICER	THIRD DISTRICT	6/20/1997	638.00
RODRIGUEZ	POLICE OFFICER	CENTRAL DETENTION SECTION	11/05/2002	307.80
RODRIGUEZ	POLICE OFFICER	NINETEENTH DISTRICT	4/05/2003	148.00
RODRIGUEZ	POLICE OFFICER	THIRTEENTH DISTRICT	2/06/2003	104.00
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	4/29/2003	215.00
RODRIGUEZ	POLICE OFFICER	SEVENTH DISTRICT	5/17/2000	22.33
RODRIGUEZ	POLICE OFFICER	TENTH DISTRICT	8/12/2002	32.00
RODRIGUEZ	POLICE OFFICER	TENTH FIFTH DISTRICT	2/05/2003	1066.88
ROSS	POLICE OFFICER	FOURTEENTH DISTRICT	12/28/2002	708.50
RUHAN	POLICE OFFICER	TWELFTH DISTRICT	7/03/2002	1496.00
RUHAN	POLICE OFFICER	NARCOTICS SECTION	8/11/1997	1149.00
RUSSELL	POLICE OFFICER	EIGHTH DISTRICT	11/07/2002	90.00
SALAZAR	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/15/2001	431.94
SALCEDO	POLICE OFFICER	TENTH DISTRICT	4/27/2003	513.43
SALCEDO	POLICE OFFICER	EIGHTH DISTRICT	8/08/1999	20.00
SALUSTRO	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	1/02/2001	530.00
SALVAGE	POLICE OFFICER	FIFTEENTH DISTRICT	4/23/2003	240.00
SAMPSON	POLICE OFFICER	SIXTH DISTRICT	6/11/1997	150.00
SANABRIA	POLICE OFFICER	TWENTY FIFTH DISTRICT	11/05/2002	550.00
SANCHEZ	POLICE OFFICER	FIFTEENTH DISTRICT	4/11/2002	120.00
SANDOVAL	POLICE OFFICER	THIRTEENTH DISTRICT	1/18/2003	216.00
SANDUSKY	POLICE OFFICER	ELEVENTH DISTRICT	12/09/2002	30.00
SASSO	POLICE OFFICER	EIGHTEENTH DISTRICT	3/05/2003	10919.12
SAVAGE	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	4/22/2003	950.50
SCALI	POLICE OFFICER	EIGHTEENTH DISTRICT	3/03/2003	1858.00
SCAPARDINE	POLICE OFFICER	EIGHTH DISTRICT	8/18/2002	178.00
SCHAEDEL	POLICE OFFICER	THIRTY FOURTH DISTRICT	3/05/2002	166.00
SCHAK	POLICE OFFICER	TWENTY FIFTH DISTRICT	11/27/2002	125.00
SCHERR	POLICE OFFICER	BOMB AND ARSON SECTION	3/05/2002	3135.42
SCHMITZ	POLICE OFFICER	SEVENTEENTH DISTRICT	4/01/2003	678.50
SCHOEN	POLICE OFFICER	NINETEENTH DISTRICT	2/18/2003	2291.80
SCHUTTP	POLICE OFFICER	SIXTH DISTRICT	7/25/2002	40.00
SCHWERTFEGER	POLICE OFFICER	RECRUIT TRAINING	3/25/2003	570.79
SCOTT	POLICE OFFICER	THIRD DISTRICT	3/18/2003	569.70
SEBASTIAN	POLICE OFFICER	EIGHTH DISTRICT	5/11/2002	456.00
SEBECK	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	2/15/2003	499.00
SEGURA	POLICE OFFICER	TENTH DISTRICT	4/29/2003	1591.20
SERRANO	POLICE OFFICER	RECRUIT TRAINING	4/17/2003	7153.95
SERRANO	POLICE OFFICER	RECRUIT TRAINING	8/11/2002	193.00
SHAH	POLICE OFFICER	FIFTH DISTRICT	1/22/2003	67.00
SHAH	POLICE OFFICER	RECRUIT TRAINING	12/18/2002	570.79
SHAH	POLICE OFFICER	RECRUIT TRAINING	1/17/2003	720.00
SHANNON	POLICE OFFICER	SEVENTH DISTRICT	1/04/2003	183.00
SHANNON	POLICE OFFICER	TWENTY SECOND DISTRICT	6/02/2002	23.00
SHANNON JR.	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/12/2002	30.00
SHANNON JR.	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/14/2002	165.00

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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
SHAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/04/2003	2641.35
SHERRY	POLICE OFFICER	ELEVENTH DISTRICT	8/19/2002	64.00
SING	POLICE OFFICER	SEVENTH DISTRICT	12/20/2002	406.00
SIMMONS	POLICE OFFICER	FIFTEENTH DISTRICT	8/20/2002	293.00
SIMPSON	POLICE OFFICER	SECOND DISTRICT	4/26/2003	403.00
SINGLETON	POLICE OFFICER	SEVENTH DISTRICT	3/06/2003	230.00
SKOKAL	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/18/2002	321.00
SLACK	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	8/13/2002	193.00
SMITH	POLICE OFFICER	FIFTEENTH DISTRICT	4/28/2001	81.00
SMITH	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	1/24/1998	1407.10
SMITH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/12/2003	1465.00
SMITH	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	4/04/2003	207.70
SMITH-WILLIAMS	POLICE OFFICER	SIXTH DISTRICT	9/17/1996	76.00
SNEED	POLICE OFFICER	SEVENTH DISTRICT	7/08/2000	924.00
SOBERON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/13/2003	86.00
SOIL	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	9/14/1998	179.00
SPAIN	POLICE OFFICER	ELEVENTH DISTRICT	4/24/2003	268.50
SPALDING	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	10/30/2002	175.00
STAGEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/12/2002	314.00
STANEK-KURYSZ	POLICE OFFICER	EIGHTH DISTRICT	8/21/2002	299.00
STANKOWSKI	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/21/2002	795.35
STEWART	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	8/24/2002	52.29
STEGMILLER	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	2/07/2003	794.70
STEHLIK	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	9/24/2001	56.77
STEPHANY	POLICE OFFICER	EIGHTH DISTRICT	3/31/2003	783.25
STEWART	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/04/2001	688.64
STIEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/07/2002	33.00
STOTTS	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/19/2003	274.00
STRAZZANTE	POLICE OFFICER	RECRUIT TRAINING	1/22/2003	649.17
SUCHOCKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/08/2002	165.00
SULEIMAN	POLICE OFFICER	SIXTEENTH DISTRICT	8/07/2001	200.00
SULLIVAN	POLICE OFFICER	ELEVENTH DISTRICT	8/19/2002	76.00
SULLIVAN	POLICE OFFICER	TENTH DISTRICT	10/13/2002	227.00
SUMMERS	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	11/04/2001	236.95
SUMMERS	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/08/2003	319.00
SURGAL	POLICE OFFICER	FIFTEENTH DISTRICT	7/31/2002	11.08
SWANSON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/03/2002	2845.44
SWARKOWSKI	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	10/25/1997	173.00
TABB	POLICE OFFICER	FIFTEENTH DISTRICT	9/21/2002	3603.50
TAYLOR	POLICE OFFICER	EIGHTEENTH DISTRICT	9/24/2001	61.00
TAYLOR	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/06/1993	273.00
TAYLOR	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/12/2003	313.47
TEHLWAT	POLICE OFFICER	SIXTH DISTRICT	9/01/2000	74.00
TEHLWAT-BLACK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/06/2002	563.00
THOMPSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/31/2001	287.99
THOMSEN	POLICE OFFICER	FIFTH DISTRICT	4/14/2003	151.20
THURFATT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/23/2003	159.00
TIERNEY	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	9/05/2002	312.00
TIRADO	POLICE OFFICER	ELEVENTH DISTRICT	3/22/2003	344.00
TOKARZ	POLICE OFFICER			

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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
TURRES	POLICE OFFICER	FIFTEENTH DISTRICT	3/06/2003	287.89
TORRES	POLICE OFFICER	THIRTEENTH DISTRICT	4/23/2003	439.77
TORRES	POLICE OFFICER	RECRUIT TRAINING	12/26/2002	2363.90
TORRES	POLICE OFFICER	THIRTEENTH DISTRICT	11/03/2002	46.00
TORRES	POLICE OFFICER	FOURTEENTH DISTRICT	3/15/2003	6229.69
TOTOSZ-KEATING	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	6/03/1998	20.00
TUNEY	POLICE OFFICER	FIFTEENTH DISTRICT	4/13/2003	1974.99
TOBIN	POLICE OFFICER	PUBLIC HOUSING UNIT--SOUTH	3/29/2003	593.00
TRAAN	POLICE OFFICER	FIRST DISTRICT	9/07/2001	77.00
TRAVERSO	POLICE OFFICER	SEVENTH DISTRICT	2/09/2003	80.00
TRAYNOR	POLICE OFFICER	THIRTEENTH DISTRICT	4/12/2003	951.29
TREPELAS	POLICE OFFICER	FIFTEENTH DISTRICT	3/25/2003	793.00
TROMAN	POLICE OFFICER	EIGHTEENTH DISTRICT	4/26/2003	179.69
TUFANO	POLICE OFFICER	FOURTEENTH DISTRICT	4/27/2003	1617.00
TURNER	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/31/2001	122.00
TURNER	POLICE OFFICER	EIGHTH DISTRICT	2/18/2003	2315.79
TURNER	POLICE OFFICER	FIFTEENTH DISTRICT	10/02/2002	32.00
TURRISE	POLICE OFFICER	EIGHTH DISTRICT	4/09/2003	230.00
TYRCHA	POLICE OFFICER	NINTH DISTRICT	4/20/2003	125.00
URBAN	POLICE OFFICER	FIFTEENTH DISTRICT	12/17/2002	77.00
UTERAS	POLICE OFFICER	PUBLIC HOUSING UNIT--SOUTH	2/07/2003	1296.10
VACHY	POLICE OFFICER	ELEVENTH DISTRICT	4/24/2003	419.70
VALENTINE	POLICE OFFICER	FIFTEENTH DISTRICT	2/08/2003	566.00
VANBOVE	POLICE OFFICER	EIGHTEENTH DISTRICT	5/14/2002	208.00
VANVEGTEN	POLICE OFFICER	EIGHTH DISTRICT	1/08/1997	7911.37
VASQUEZ	POLICE OFFICER	EIGHTH DISTRICT	4/06/2003	1450.00
VAUGHN	POLICE OFFICER	FIFTH DISTRICT	4/14/2003	151.20
VELAZQUEZ	POLICE OFFICER	SECOND DISTRICT	11/20/2002	104.00
VELEZ	POLICE OFFICER	FIRST DISTRICT	4/06/2001	19132.16
VENCES	POLICE OFFICER	ELEVENTH DISTRICT	12/15/2002	105.00
VENTICINGUE	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	7/31/2002	145.00
VIA	POLICE OFFICER	THIRTEENTH DISTRICT	5/05/2003	1711.60
VINCENT	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/24/2002	4824.40
VIVERITO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/01/2003	197.00
WAGNER	POLICE OFFICER	ELEVENTH DISTRICT	11/23/2002	113.22
WAGNER	POLICE OFFICER	ELEVENTH DISTRICT	3/08/2003	665.00
WALICZEK	POLICE OFFICER	TENH DISTRICT	4/08/1992	60.00
WALKER	POLICE OFFICER	FOURTEENTH DISTRICT	7/04/2001	370.00
WALKER	POLICE OFFICER	SEVENTH DISTRICT	1/12/2002	553.00
WALKER	POLICE OFFICER	TWELFTH DISTRICT	4/26/2003	6959.00
WALKER	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/10/2001	156.00
WALKER	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/07/2003	1188.67
WALLS	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/14/2003	2630.20
WALSH	POLICE OFFICER	NINETEENTH DISTRICT	6/20/2001	190.00
WALSH	POLICE OFFICER	NINETEENTH DISTRICT	1/12/2003	35.00
WARD	POLICE OFFICER	ELEVENTH DISTRICT	3/03/2001	345.00
WARREN	POLICE OFFICER	EIGHTEENTH DISTRICT	4/14/2003	743.52
WATKINS	POLICE OFFICER	SEVENTH DISTRICT	7/24/2002	1237.13
WATKINS	POLICE OFFICER	SEVENTH DISTRICT	3/19/2003	4751.03

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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
WATKINS	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/23/2003	2323.16
WATSON	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/26/2003	726.70
WEAVER	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	5/30/2000	145.00
WEBER	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/04/2003	118.09
WEZEL	POLICE OFFICER	SECOND DISTRICT	5/21/2002	64.00
WHITE	POLICE OFFICER	RECRUIT TRAINING	9/07/2001	61.00
WHITE	POLICE OFFICER	FIFTEENTH DISTRICT	3/25/2003	249.00
WHITE JR.	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/22/2002	84.00
WILKE	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/19/2003	1330.10
WILLIAMS	POLICE OFFICER	DOMD AND AKSON SECTION	3/17/1997	118.00
WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	6/04/2002	128.00
WILLIAMS	POLICE OFFICER	SIXTH DISTRICT	4/06/2003	125.00
WILLIAMS	POLICE OFFICER	SEVENTH DISTRICT	9/06/2002	163.31
WILLIAMS	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	4/14/2003	6453.71
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	4/22/2002	120.00
WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	8/30/2002	76.00
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	1/23/2002	169.00
WILLIAMS	POLICE OFFICER	SECOND DISTRICT	4/10/2003	1423.18
WILLIAMS	POLICE OFFICER	THIRD DISTRICT	12/23/2002	524.70
WILSON	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	3/16/2001	237.00
WILSON	POLICE OFFICER	THIRD DISTRICT	5/25/2001	680.40
WILSON	POLICE OFFICER	FOURTH DISTRICT	3/11/2003	214.00
WILSON	POLICE OFFICER	FIFTH DISTRICT	7/16/2001	255.00
WILSON	POLICE OFFICER	SEVENTH DISTRICT	3/12/2003	270.00
WILSON	POLICE OFFICER	THIRD DISTRICT	3/14/2003	299.70
WILSON	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/22/2003	138.00
WILSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/24/2002	4003.20
WILSON	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/15/2003	375.21
WILSON	POLICE OFFICER	TENTH DISTRICT	4/27/2003	511.93
WILSON	POLICE OFFICER	EIGHTEENTH DISTRICT	4/17/2003	936.03
WILSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/23/2002	40.00
WILSON	POLICE OFFICER	FIFTH DISTRICT	4/12/2003	350.00
WILSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/20/2003	327.00
WILSON	POLICE OFFICER	TENTH DISTRICT	7/18/1999	118.60
WILSON	POLICE OFFICER	RECRUIT TRAINING	3/26/2003	912.81
WILSON	POLICE OFFICER	FOURTH DISTRICT	9/10/2002	11269.83
WILSON	FIREFIGHTER	SQUAD 5	7/06/2002	16.00
WILSON	ENGINEER	ENGINE COMPANY 39	11/17/2001	200.90
WILSON	PARAMEDIC	AMBULANCE 4	12/03/2002	3340.00
WILSON	PARAMEDIC	AMBULANCE 47	10/27/2002	897.75
WILSON	FIREFIGHTER	ENGINE COMPANY 125	10/08/2002	875.20
WILSON	FIREFIGHTER	ENGINE COMPANY 106	10/04/2002	7543.99
WILSON	FIREFIGHTER	ENGINE COMPANY 79	3/14/2003	4985.00
WILSON	PARAMEDIC	AMBULANCE 41	1/03/2003	408.00
WILSON	PARAMEDIC	AMBULANCE 34	5/05/2002	404.70
WILSON	FIREFIGHTER	TRUCK 49	11/26/2003	165.00
WILSON	PARAMEDIC	AMBULANCE 12	5/17/1999	85.00
WILSON	PARAMEDIC	UNKNOWN	1/11/2003	708.80
WILSON	FIREFIGHTER	ENGINE COMPANY 77	12/02/2002	671.07

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BOWIE	LIEUTENANT	ENGINE COMPANY 4	6/12/2002	548.00
BRADFORD	FIREFIGHTER	ENGINE COMPANY 121	11/20/2002	529.92
BROGAN	PARAMEDIC	UNKNOWN	10/23/1999	515.90
BULLARD	PARAMEDIC	AMBULANCE 11	6/09/2003	683.40
BULLOCK	PARAMEDIC	UNKNOWN	1/06/2002	420.00
CALES	FIREFIGHTER	ENGINE COMPANY 8	4/09/1983	301.00
CANDELA	FIREFIGHTER	BATTALION 13	10/21/2002	2161.00
CAPALBO	FIREFIGHTER	ENGINE COMPANY 7	9/17/2002	14.00
CARABALLO	PARAMEDIC	AMBULANCE 3	2/06/2003	5989.93
CARABALLO	PARAMEDIC	AMBULANCE 3	8/10/2002	775.20
CARRASCO	FIREFIGHTER	ENGINE COMPANY 97	6/27/2002	1126.39
CARROLL	FIREFIGHTER	UNKNOWN	5/27/2003	1144.66
CARTER	FIREFIGHTER	TRUCK 44	3/23/2002	487.00
CASEY	FIREFIGHTER	TRUCK 14	4/14/2001	80.00
CHORNE	FIREFIGHTER	ENGINE COMPANY 23	3/25/2002	582.07
CLANCY	FIREFIGHTER	TRUCK 35	8/21/2002	400.40
COLLINS	FIREFIGHTER	TRUCK 45	4/10/2001	2822.40
COLWELL	PARAMEDIC	ENGINE COMPANY 46	11/14/2002	115.00
CONRAD	ENGINEER	DISTRICT RELIEF 6	11/08/2002	100.00
CORBETT	FIREFIGHTER	TRUCK 52	6/07/2002	1986.30
COSEY	FIREFIGHTER	TRUCK 59	4/09/2003	165.00
CRAVEN	FIREFIGHTER	TRUCK 32	3/28/2003	1080.00
CRONIN	PARAMEDIC	TRUCK 7	12/16/2002	377.40
CROSSIN	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	11/30/2002	573.00
DALTON	ENGINEER	ENGINE COMPANY 5	8/10/2001	60.80
DALY	FIREFIGHTER	SQUAD 6	9/13/1979	225.00
DANIELS	PARAMEDIC	UNKNOWN	6/18/2002	1311.70
DEVESUS	FIREFIGHTER	ENGINE COMPANY 75	4/02/2002	300.29
DIANA	LIEUTENANT	ENGINE COMPANY 69	2/20/2003	85.00
DODLEY	ENGINEER	AIR AND SEA RESCUE	5/15/2001	836.62
DUNN-MALLALLY	PARAMEDIC	AMBULANCE 45	1/05/2003	28.00
DURBIN	PARAMEDIC	AMBULANCE 21	5/20/2003	1322.62
EAMES	PARAMEDIC	AMBULANCE 15	12/13/2002	151.00
EASTMAN-LEON	FIREFIGHTER	ENGINE COMPANY 104	8/27/2002	1389.50
EASTMAN-LEON	PARAMEDIC	AMBULANCE 11	6/02/2001	24.75
EDWARDS	PARAMEDIC	AMBULANCE 11	5/13/2003	1875.36
ENNESSER	PARAMEDIC	UNKNOWN	6/25/2001	202.00
ERONCIG	FIREFIGHTER	TRUCK 37	9/10/2002	1526.60
EVENSON	FIREFIGHTER	UNKNOWN	12/17/2002	2566.55
FAIZI	PARAMEDIC	TRUCK 17	1/28/2001	80.00
FERGUSON	PARAMEDIC	AMBULANCE 7	3/20/2003	1309.40
FIELDS	FIREFIGHTER	ENGINE COMPANY 22	11/26/2002	76.00
FLORINE	LIEUTENANT	FIRE PREVENTION	1/27/2003	5518.54
FOLAK	FIREFIGHTER	ENGINE COMPANY 55	11/20/2002	75.00
FOLAK	FIREFIGHTER	TRUCK 48	4/06/2000	214.49
FORD-MUSE	ENGINEER	ENGINE COMPANY 23	5/12/2002	992.23
FRANKLIN	FIREFIGHTER	ENGINE COMPANY 97	6/27/2002	299.00
FULLER	FIREFIGHTER	ENGINE COMPANY 50	1/22/2003	11340.43
	ENGINEER	ENGINE COMPANY 22	6/07/2003	333.78

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GALVIN	MICHAEL	PARAMEDIC	11/10/2002	168.00
GANSEL	KEITH	FIREFIGHTER	10/18/2001	399.56
GARA	SHEILA E	PARAMEDIC	3/21/2003	338.37
GARITI	ROBERT	FIREFIGHTER	7/30/2001	766.80
GAUGHAN	MARTIN G	LIEUTENANT	12/23/2000	1236.98
GLEFSON	JAMES	FIREFIGHTER	8/30/2000	2533.64
GLENN	CURTIS	FIREFIGHTER	1/26/2003	6528.64
GOMEZ	SCOTT	PARAMEDIC	5/21/2003	4228.96
GOMEZ	SCOTT	PARAMEDIC	1/02/2003	182.00
GRABOWSKI	STEPHEN	FIREFIGHTER	4/14/2000	153.00
GRABOWSKI	STEPHEN	PARAMEDIC	4/23/2003	2475.00
GRAHAM	CHARLES E	PARAMEDIC	8/24/2000	467.00
GRAND	KEVIN	PARAMEDIC	5/18/2002	1017.00
GRANT	WILLIAM	FIREFIGHTER	11/02/2002	1428.90
GRAY	JAMES	PARAMEDIC	1/08/2003	792.00
GREENE	JEFF	FIREFIGHTER	3/20/2003	180.00
GRICUS	JOHN E	FIREFIGHTER	6/07/2002	276.00
GRUBER	RANDY	PARAMEDIC	4/19/2003	3183.90
GUINAZZO	RONALD P	FIREFIGHTER	8/30/2001	771.00
HEENAN	WILLIAM	FIREFIGHTER	9/30/2002	535.00
HEETER	JOHN T	FIREFIGHTER	1/03/1997	160.00
HENDRICKS	JOHNNY	PARAMEDIC	11/23/2002	166.00
HENRY	LIAM	FIREFIGHTER	2/24/2003	3323.00
HIGGENBOTHAM	TOBY	FIREFIGHTER	5/19/2002	161.60
HILL	MICHAEL	FIREFIGHTER	9/27/2002	316.40
HODGEN	WESLEY	FIREFIGHTER	4/30/2003	1281.40
HOFFMEISTER	ROBERT J	CAPTAIN	7/07/2002	216.00
HOOD	ALAN	FIREFIGHTER	4/01/2003	37.00
HOOPER	LEE	LIEUTENANT	7/12/2002	843.70
HORTON	JUAN	FIREFIGHTER	3/18/2001	39.00
HOWE	JUAN	FIREFIGHTER	5/01/2003	807.12
HOWE	PATRICK	CAPTAIN	2/25/2002	34.87
HOWE	THOMAS	LIEUTENANT	2/17/2003	1763.11
HUMPHRIES	CURTIS	FIREFIGHTER	4/13/2003	3559.28
JANKOWSKI	GREGORY	PARAMEDIC	3/22/2003	768.00
JESSEE	PATRICK	FIREFIGHTER	3/08/2003	4325.00
JUGOVICH	RUNALD	PARAMEDIC	12/26/2002	1291.00
KALICKY	THOMAS	PARAMEDIC	5/23/2003	2173.50
KALTER	CAROLEE D	PARAMEDIC	11/05/2002	472.92
KEATING	FRED	FIREFIGHTER	7/22/2002	550.00
KEHOE	BRIAN	FIREFIGHTER	7/22/2002	384.25
KELLY	JOSEPH	PARAMEDIC	5/11/2002	480.50
KILLHAM	JOHN E	FIREFIGHTER	7/23/2001	190.00
KING	ROBERT	PARAMEDIC	4/26/1985	178.92
KINSELLA	JOSEPH D	PARAMEDIC	4/15/2003	603.56
KLINGER	DONALD	LIEUTENANT	11/16/1988	612.00
KOCH	JEROME	FIREFIGHTER	6/11/2001	276.00
KOZIOL	DAVID	ENGINEER	2/16/2003	1102.00
KRAWCZYK	FRANK	FIREFIGHTER	3/11/2003	103.00

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KREY	FIREFIGHTER	TRUCK 11	4/17/2003	4792.60
KROGSTAD	FIREFIGHTER	ENGINE COMPANY 44	11/25/2001	46.00
KROGSTAD	FIREFIGHTER	ENGINE COMPANY 44	12/14/2002	224.00
LANE	PARAMEDIC	AMBULANCE 9	10/30/1999	203.00
LARABORE-HEARD	PARAMEDIC	AMBULANCE 22	1/11/1999	8312.43
LAUSEN	FIREFIGHTER	SQUAD 3	1/01/2003	1146.75
LEEN	PARAMEDIC	AMBULANCE 33	8/17/2001	37.00
LEIN	LIEUTENANT	DISTRICT RELIEF 6	9/18/2003	888.76
LEMPA	FIREFIGHTER	TRUCK 31	2/04/2003	2123.00
LEONARD	ENGINEER	ENGINE COMPANY 23	9/22/2002	277.50
LUCKIES	PARAMEDIC	AMBULANCE 34	2/23/2001	80.00
LUCKIES	PARAMEDIC	AMBULANCE 34	11/25/2001	37.00
MAGGLASHAN	PARAMEDIC	UNKNOWN	9/09/2003	3408.98
MAGLIANO	CAPTAIN	TRUCK 49	1/23/2003	13.00
MALONEY	CAPTAIN	SQUAD 2	2/20/2001	200.00
MALONEY	CAPTAIN	SQUAD 2	9/28/2000	89.00
MALONEY	FIREFIGHTER	ENGINE COMPANY 44	3/25/2003	451.16
MALONEY	PARAMEDIC	UNKNOWN	9/09/2001	61.00
MARTIN	FIREFIGHTER	ENGINE COMPANY 123	12/21/2002	187.00
MATCHA	PARAMEDIC	AMBULANCE 41	2/22/2002	23.00
MCALIFFE	LIEUTENANT	ENGINE COMPANY 126	4/08/1998	37.90
MCGINNIS	LIEUTENANT	DISTRICT RELIEF 2	5/11/2002	189.60
MCLAUGHLIN	PARAMEDIC	UNKNOWN	4/22/2003	340.16
MENCHACA	PARAMEDIC	UNKNOWN	6/05/2003	4673.12
MENCHACA	PARAMEDIC	ENGINE COMPANY 23	4/28/2003	385.33
MILLER	FIREFIGHTER	ENGINE COMPANY 100	10/17/2002	76.00
MILLER	FIREFIGHTER	UNKNOWN	10/08/2002	113.93
MINDGUE	LIEUTENANT	TRUCK 29	3/21/2000	107.80
MISTEWICZ	FIREFIGHTER	ENGINE COMPANY 64	12/16/2002	17.99
MORALIS	FIREFIGHTER	ENGINE COMPANY 91	7/14/2002	227.00
MUENTES	PARAMEDIC	AMBULANCE 43	2/09/2003	137.24
MURALLES	FIREFIGHTER	TRUCK 30	3/02/2002	254.10
MUSCOLINO	FIREFIGHTER	TRUCK 24	3/26/2003	1303.00
NEUMAN	FIREFIGHTER	TRUCK 35	6/09/2002	4641.60
NOLAN	FIREFIGHTER	UNKNOWN	1/21/2002	45.90
OCHUA	FIREFIGHTER	SQUAD 1	4/03/2003	350.20
OCHUA	FIREFIGHTER	ENGINE COMPANY 124	2/08/2003	841.29
ODONNELL	FIREFIGHTER	TRUCK 18	12/20/2002	2225.63
ODONNELL	CAPTAIN	ENGINE COMPANY 77	4/01/2002	1895.00
ODONNELL	PARAMEDIC	ENGINE COMPANY 69	12/30/2001	164.00
OSHEA	FIREFIGHTER	UNKNOWN	4/15/2003	5545.50
OSULLIVAN	FIREFIGHTER	ENGINE COMPANY 117	7/07/2002	1541.63
OSWALD	LIEUTENANT	DISTRICT RELIEF 5	11/11/2002	3125.20
PAGAN	FIREFIGHTER	ENGINE COMPANY 70	5/02/2003	446.60
PANCK-KRAVITZ	PARAMEDIC	UNKNOWN	10/06/2002	699.70
PARKER	PARAMEDIC	AMBULANCE 15	12/15/2002	16614.43
PARKINSON	FIREFIGHTER	TRUCK 34	4/19/2003	639.71
PATRICELLI	FIREFIGHTER	ENGINE COMPANY 78	1/03/2003	1389.44
PHALIN	FIREFIGHTER	TRUCK 55	2/25/2003	2818.29

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/04/2003

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PHILLIPS	PARAMEDIC	AMBULANCE 36	11/02/2002	13.00
POLANCO	PARAMEDIC	AMBULANCE 19	8/10/2001	26.60
PRICE	ENGINEER	DISTRICT RELIEF 2	2/06/2002	33.00
RADDATZ	FIREFIGHTER	TRUCK 9	1/29/2003	192.00
RENAUD	FIREFIGHTER	TRUCK 22	4/24/2001	500.60
REYES	FIREFIGHTER	TRUCK 38	5/18/2002	301.80
RINAS JR	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	4/03/2003	271.36
ROCHE	PARAMEDIC	UNKNOWN	10/26/2002	4736.85
RODRIGUEZ	FIREFIGHTER	UNKNOWN	4/15/2003	1498.20
ROE	FIREFIGHTER	TRUCK 52	3/03/2001	205.75
ROGUS	FIREFIGHTER	ENGINE COMPANY 117	8/09/2002	248.00
ROMAN	FIREFIGHTER	TRUCK 32	4/30/2002	305.60
ROSARIO	FIREFIGHTER	TRUCK 60	11/27/2002	52.00
RYDING	FIREFIGHTER	DISTRICT RELIEF 2	3/30/2003	204.60
SANDERS	FIREFIGHTER	ENGINE COMPANY 69	6/02/2002	390.13
SANDRIK	FIREFIGHTER	UNKNOWN	10/11/2002	187.00
SAVOIA	FIREFIGHTER	ENGINE COMPANY 79	2/10/2002	76.60
SCANLON	FIREFIGHTER	ENGINE COMPANY 49	2/17/2003	552.67
SENCION	FIREFIGHTER	ENGINE COMPANY 34	3/22/2003	2816.00
SENDAYDIEGO	FIREFIGHTER	ENGINE COMPANY 91	1/24/2003	208.20
SERBIN	PARAMEDIC	AMBULANCE 13	1/07/2003	205.00
SHANNON	FIREFIGHTER	ENGINE COMPANY 15	8/24/2002	188.00
SHEAHAN	FIREFIGHTER	TRUCK 41	6/07/2003	505.40
SINOPOLI	PARAMEDIC	UNKNOWN	12/03/2000	10815.52
SMITH	PARAMEDIC	AMBULANCE 7	6/23/2002	417.40
SMITH	FIREFIGHTER	ENGINE COMPANY 76	12/22/2002	361.00
SOPKO	ENGINEER	ENGINE COMPANY 78	10/04/2001	3913.61
SOTO	FIREFIGHTER	SQUAD 1	4/20/2003	359.16
SPEEDWELL	FIREFIGHTER	ENGINE COMPANY 109	3/03/2001	234.75
SPIEKERMAN	FIREFIGHTER	ENGINE COMPANY 110	11/08/2002	7127.00
STAFEN	PARAMEDIC	AMBULANCE 6	9/20/2002	390.60
STABD	FIREFIGHTER	ENGINE COMPANY 90	11/15/2002	286.00
STEWART	FIREFIGHTER	ENGINE COMPANY 127	2/24/2003	152.00
SULLIVAN	CAPTAIN	TRUCK 20	5/14/2000	2483.60
SUTERA	FIREFIGHTER	UNKNOWN	10/05/2002	4537.00
SUTTON	PARAMEDIC	AMBULANCE 35	11/30/1994	1021.45
SWAGLER	PARAMEDIC	AMBULANCE 41	2/10/2003	558.00
SWAN	FIREFIGHTER	TRUCK 59	4/11/2002	1294.50
SWANSON	PARAMEDIC	ENGINE COMPANY 68	6/19/2002	2029.00
TAVITAS	PARAMEDIC	AMBULANCE 11	11/15/2002	5941.60
TAYLOR	FIREFIGHTER	ENGINE COMPANY 110	9/08/2002	2561.00
THOMAS	FIREFIGHTER	TRUCK 14	10/07/2002	3277.06
THOMPSON	FIREFIGHTER	ENGINE COMPANY 47	3/07/2003	926.10
VENTURELLI	FIREFIGHTER	UNKNOWN	1/28/2003	728.40
VICENCIO	FIREFIGHTER	TRUCK 32	3/08/2003	1973.75
VIDINITCH	FIREFIGHTER	TRUCK 11	11/27/2002	421.82
WALLACE	FIREFIGHTER	TRUCK 60	2/11/2003	187.00
WALSH	FIREFIGHTER	ENGINE COMPANY 68	6/30/2002	425.39
WALSH	FIREFIGHTER	TRUCK 16	4/13/2001	1941.10

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WALSH	FIREFIGHTER	TRUCK 16	9/14/2002	1019.80
WARD	LIEUTENANT	AIR AND SEA RESCUE	12/28/2002	287.00
WARFIELD	PARAMEDIC	AMBULANCE 19	12/29/2002	215.00
WASHINGTON	FIREFIGHTER	ENGINE COMPANY 64	8/14/2000	940.00
WASHINGTON	FIREFIGHTER	ENGINE COMPANY 103	10/02/1999	310.00
WEEK	PARAMEDIC	AMBULANCE 6	5/16/2003	1854.00
WELCH	LIEUTENANT	ENGINE COMPANY 59	4/15/2003	7540.50
WELSH	PARAMEDIC	AMBULANCE 37	11/10/2002	6840.40
WHITE	PARAMEDIC	UNKNOWN	4/29/2002	401.16
WHITSON	PARAMEDIC	UNKNOWN	11/02/2002	389.90
WYATT	FIREFIGHTER	ENGINE COMPANY 109	10/31/2002	329.57
YOZA	FIREFIGHTER	UNKNOWN	11/15/2002	22414.50
ZAKRZEWSKI	FIREFIGHTER	TRUCK 10	8/15/2002	1929.50
ZOLLER	FIREFIGHTER	TRUCK 15	10/09/2002	1008.30

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion Number 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Third party orders printed on pages 6878
through 6882 of this *Journal*.]

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/04/2003

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ABUZANAT	POLICE OFFICER	EIGHTH DISTRICT	3/23/2003	1122.90
ADAMS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/01/2003	160.40
AGUILERA	POLICE OFFICER	EIGHTH DISTRICT	4/28/2003	163.80
AGYEMAN	POLICE OFFICER	FOURTH DISTRICT	4/14/2002	262.00
ALANIZ	POLICE OFFICER	NINTH DISTRICT	12/22/2002	471.80
ALNEMRI	POLICE OFFICER	FOURTH DISTRICT	1/29/2003	678.35
AMOS	POLICE OFFICER	THIRD DISTRICT	5/01/2003	1529.79
ANDERSON	POLICE OFFICER	RECRUIT TRAINING	5/01/2003	794.70
ANTHONY	POLICE OFFICER	SIXTEENTH DISTRICT	7/28/2001	974.54
ARIAS	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	7/25/2002	173.00
ARRINGTON-JOHNSON	POLICE OFFICER	EIGHTH DISTRICT	4/21/2003	384.00
BAKER	POLICE OFFICER	THIRD DISTRICT	3/04/1997	430.00
BARKER	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/08/2003	463.00
BARRERA	POLICE OFFICER	TWENTIFTH DISTRICT	3/30/2003	729.00
BARRERA	POLICE OFFICER	SIXTH DISTRICT	8/31/2002	520.00
DATISTA	POLICE OFFICER	SIXTH DISTRICT	9/03/2003	214.14
DIALECKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/11/2001	43.00
BISHOP	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	12/20/2001	49.69
BLACKMAN	POLICE OFFICER	THIRD DISTRICT	5/14/2003	2994.80
BLAIR	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/03/2000	735.70
BOND	POLICE OFFICER	FIRST DISTRICT	4/11/2002	933.79
BORUM	POLICE OFFICER	TRAFFIC SECTION - LOOP TRAFFIC	1/31/2003	1422.00
BOTHELD	POLICE OFFICER	SECOND DISTRICT	4/12/2003	1040.99
BRADLEY	POLICE OFFICER	TWENTIFTH DISTRICT	9/01/2002	5305.00
BRADWAY	POLICE OFFICER	UNKNOWN	2/16/2003	765.00
BROOKS	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/04/2003	3702.29
BRUMLEY	POLICE OFFICER	SIXTH DISTRICT	3/21/2003	155.00
DURNS	POLICE OFFICER	EIGHTH DISTRICT	10/12/2002	3471.69
BUTLER	POLICE OFFICER	FOURTH DISTRICT	8/15/2002	44161.46
CAMACHO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/02/2003	479.10
CASEY	POLICE OFFICER	EIGHTH DISTRICT	4/28/2003	2782.67
CIANGI	POLICE OFFICER	TWELFTH DISTRICT	9/14/2002	209.00
CLAUDIO	POLICE OFFICER	NARCOTICS SECTION	1/19/2001	6613.64
CRANE	POLICE OFFICER	FOURTH DISTRICT	8/15/2002	607.00
CRAWFORD	POLICE OFFICER	SIXTEENTH DISTRICT	8/12/1996	75.00
CROWLEY	POLICE OFFICER	YOUTH DIVISION AREA FOUR	6/17/2002	203.50
CULVER	POLICE OFFICER	SIXTEENTH DISTRICT	3/30/2003	5006.50
CYHANIUK-CLARK	POLICE OFFICER	SIXTH DISTRICT	2/24/2003	268.00
DAVIS	POLICE OFFICER	SECOND DISTRICT	9/04/1987	42135.39
DELIA	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/17/2001	261.00
DIMATTED	POLICE OFFICER	SIXTEENTH DISTRICT	3/24/2003	1207.00
DORNG	POLICE OFFICER	SIXTEENTH DISTRICT	3/22/2003	147.16
DOYLE	POLICE OFFICER	THIRD DISTRICT	1/11/2000	550.20
DUFFY	POLICE OFFICER	THIRD DISTRICT	4/26/2003	2006.70
	POLICE OFFICER	EIGHTH DISTRICT	7/09/2002	347.90
	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/17/2002	135.00
	POLICE OFFICER	EIGHTH DISTRICT	4/10/2003	7397.51
	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/13/2000	3482.50
	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/09/2003	540.45

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/04/2003

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ESPARZA-HALL	POLICE OFFICER	SEVENTH DISTRICT	9/11/2002	140.00
EVERLY	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	4/15/2003	921.68
FARIAS	POLICE OFFICER	FOURTEENTH DISTRICT	9/03/2002	1199.35
FELTON	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	9/23/2002	295.00
FITZGERALD	POLICE OFFICER	EIGHTH DISTRICT	3/08/2003	467.00
FLORES	POLICE OFFICER	FIRST DISTRICT	12/25/2002	60.00
GALLARDO	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/25/2003	416.00
GALVAN	POLICE OFFICER	SEVENTH DISTRICT	2/07/2003	165.00
GARBAY	POLICE OFFICER	NARCOTICS SECTION	4/23/2003	922.53
GARITY	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/13/2003	170.87
GAWLOWSKI	POLICE OFFICER	EIGHTH DISTRICT	9/14/2002	651.00
GAWITSCH	POLICE OFFICER	SEVENTH DISTRICT	8/25/2002	309.00
GEORGE	POLICE OFFICER	SIXTH DISTRICT	9/13/2002	293.65
GIGLIO	POLICE OFFICER	NINTH DISTRICT	11/23/1996	1890.00
GOLDSINSKI	POLICE OFFICER	ELEVENTH DISTRICT	9/28/2002	356.00
GORDON	POLICE OFFICER	SEVENTH DISTRICT	3/13/2003	626.90
GRANATO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/17/2002	61.00
GRANDY	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/30/2003	369.00
GROSS	POLICE OFFICER	CRIME LAB DIVISION	4/22/2003	4385.78
HALL	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/27/2001	95.00
HALL	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/05/2003	3819.94
HAMPTON-HOSLEY	POLICE OFFICER	THIRD DISTRICT	2/23/2003	4144.90
HEAGNEY	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	2/04/2003	553.00
HERNANDEZ	POLICE OFFICER	EIGHTH DISTRICT	3/27/2003	190.00
HERRERA	POLICE OFFICER	NINTH DISTRICT	10/09/2001	303.00
HOLUB	POLICE OFFICER	FOURTEENTH DISTRICT	9/29/2002	248.00
HOWARD	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	4/29/2003	1567.24
HUERTA	POLICE OFFICER	ELEVENTH DISTRICT	3/02/2003	286.00
HUERTAS	POLICE OFFICER	NINE-TEENTH DISTRICT	1/26/2003	645.00
HYBL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/15/2003	332.00
ISER	POLICE OFFICER	FOURTEENTH DISTRICT	10/07/2000	46.00
IVERRY-PAIRO	POLICE OFFICER	THIRTEENTH DISTRICT	5/31/2002	320.00
JABLONSKI	POLICE OFFICER	SEVENTH DISTRICT	4/16/2003	669.95
JACINTO	POLICE OFFICER	RECRUIT TRAINING	1/25/1998	5400.30
JAMES	POLICE OFFICER	FOURTH DISTRICT	8/20/2000	227.00
JASTRZEDSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/27/2002	164.00
JENKINS	POLICE OFFICER	SEVENTH DISTRICT	8/25/2002	5271.32
JENKINS	POLICE OFFICER	DISTRICT REINSTATEMENTS	1/12/2003	2371.00
JOHNS	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	10/23/2002	6321.48
JOHNSON	POLICE OFFICER	NINTH DISTRICT	3/30/2003	1891.47
JONES	POLICE OFFICER	ELEVENTH DISTRICT	1/19/2002	27.00
JONES	POLICE OFFICER	SEVENTH DISTRICT	8/25/2002	12873.34
KAPORIS	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/25/2003	482.63
KARZ	POLICE OFFICER	RECRUIT TRAINING	9/21/1999	325.00
KEANY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/06/2003	120.40
KEETER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/02/2002	1315.00
KENNEDY	POLICE OFFICER	EIGHTH DISTRICT	5/26/2001	122.50
KEYES	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	78.05
KOROLIS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/28/2003	294.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

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THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KOSTECKI JOHN G	POLICE OFFICER	NINETEENTH DISTRICT	3/19/2003	4880.42
KUEHN LYNN	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/25/2001	150.00
KUHNS-OTOOLE LYNN	POLICE OFFICER	SIXTEENTH DISTRICT	3/24/2003	766.00
LIQUE JOHN P	POLICE OFFICER	EIGHTH DISTRICT	4/29/2003	639.31
LINDAHL CHRISTOPHER	POLICE OFFICER	TWELFTH DISTRICT	12/29/2001	207.20
LITTLE ELLIS	POLICE OFFICER	FOURTH DISTRICT	12/07/2002	240.00
LOPEZ ADOLFO	POLICE OFFICER	SIXTH DISTRICT	3/07/2003	97.00
LOPEZ BAUDILIO	POLICE OFFICER	SIXTH DISTRICT	3/07/2003	460.00
LORENZ JOHN	POLICE OFFICER	EIGHTH DISTRICT	3/27/2003	290.00
LUCAS ALAN H	POLICE OFFICER	SEVENTEENTH DISTRICT	3/26/2003	363.00
MACK KATHLEEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/16/2002	6857.00
MACKAY PATRICIA J	POLICE OFFICER	RECRUIT TRAINING	5/16/1999	1355.83
MAGERS KAREN	POLICE OFFICER	THIRTEENTH DISTRICT	2/18/2003	145.00
MALECKI CHRIS	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/06/2003	972.87
MALINOWSKI MICHAEL	POLICE OFFICER	FOURTH DISTRICT	3/28/2003	165.00
MAROZAS MICHAEL J	POLICE OFFICER	FOURTH DISTRICT	9/09/1998	221.00
MARTIN DENNIS J	POLICE OFFICER	EIGHTEENTH DISTRICT	2/15/2003	1007.00
MARTIN STEVEN	POLICE OFFICER	ELEVENTH DISTRICT	1/06/1996	43.00
MARTINEZ MICHAEL A	POLICE OFFICER	FIFTH DISTRICT	3/16/2003	1083.00
MARTINEZ RAFAEL	POLICE OFFICER	FIFTH DISTRICT	4/07/2003	1104.02
MATISHAK JOHN A	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/02/2003	439.00
MATLOCK-HORION LATAUSKA	POLICE OFFICER	SIXTH DISTRICT	9/30/2000	1260.70
MCCANN RAYMOND	POLICE OFFICER	EIGHTH DISTRICT	10/04/2002	72.66
MCDONNELL MARTIN	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	7/11/2002	165.00
MCKENNA THOMAS F	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	12/15/1999	261.00
MCMAHON MARY L	POLICE OFFICER	SIXTH DISTRICT	2/19/2003	1869.75
MEADERS CHRISTOPHER	POLICE OFFICER	FIFTH DISTRICT	11/08/2002	227.00
MELONE ROBERT J	POLICE OFFICER	SIXTEENTH DISTRICT	12/17/2002	1914.70
MELKOW KAREN A	POLICE OFFICER	TENTH DISTRICT	4/19/2002	37.00
MILENAVIC VLADAN	POLICE OFFICER	FOURTH DISTRICT	3/28/2003	374.00
MILOSTRAZICH ROBERT D	POLICE OFFICER	NINETEENTH DISTRICT	11/26/2002	145.00
MITCHEM ROBERT S	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/15/2002	3132.00
MORAN JOHN W	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/02/2003	1332.00
MOSER EDWARD	POLICE OFFICER	SECOND DISTRICT	8/08/2002	243.00
MURPHY DANIEL J	POLICE OFFICER	EIGHTH DISTRICT	3/29/2003	378.27
MUSIAL MICHAEL	POLICE OFFICER	RECRUIT TRAINING	11/26/1999	92.00
NECKERMANN MICHAEL S.	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/10/2003	159.00
O'CONNELL DENNIS L	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	1495.16
O'CONNOR KAREN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/17/2002	16344.82
OKANE DOMINAIL D	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	1/05/2003	193.00
O'REILLY PHILIP J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/16/2003	8283.72
OWENS VALENCIA	POLICE OFFICER	SIXTH DISTRICT	2/19/2003	210.00
PACHECO EDWIN	POLICE OFFICER	THIRTEENTH DISTRICT	7/08/1999	150.00
PAULIN JAMES	POLICE OFFICER	FOURTEENTH DISTRICT	9/29/2002	331.00
PENA ARTEMIO	POLICE OFFICER	FOURTH DISTRICT	11/30/2001	94.00
PETTIS MICHAEL D	POLICE OFFICER	FIFTH DISTRICT	2/15/2001	233.00
PICKETT RODNEY	POLICE OFFICER	FIFTEENTH DISTRICT	12/21/2002	150.00
PITRE DINORAH	POLICE OFFICER	ELEVENTH DISTRICT	3/16/2003	676.00
PITIACORA JAMES T	POLICE OFFICER	EIGHTEENTH DISTRICT	5/13/2002	90.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

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THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PODGORNY	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	5/13/2002	800.27
POULOS	POLICE OFFICER	RECRUIT TRAINING	3/07/2002	256.00
PRESTON	POLICE OFFICER	SECOND DISTRICT	2/28/2003	1006.60
PRICE	POLICE OFFICER	ELEVENTH DISTRICT	4/21/2003	843.56
PTAK	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	1/30/2003	11533.79
PULIDO	POLICE OFFICER	TENTH DISTRICT	2/04/2003	135.00
GUINN	POLICE OFFICER	FOURTH DISTRICT	4/14/2003	5489.90
RADTKE	POLICE OFFICER	NINTH DISTRICT	4/05/2001	78.00
RAMIREZ	POLICE OFFICER	SECOND DISTRICT	4/04/2003	659.34
RANDOLPH	POLICE OFFICER	SEVENTH DISTRICT	4/04/2003	307.93
RAPIER-MARTIN	POLICE OFFICER	THIRD DISTRICT	4/17/2002	192.00
RICE	POLICE OFFICER	VICE CONTROL SECTION	4/20/2001	724.00
ROBINSON	POLICE OFFICER	FOURTH DISTRICT	4/05/2003	536.87
RODRIGUEZ	POLICE OFFICER	TWENTY FIFTH DISTRICT	12/17/2002	40.00
RODRIGUEZ	POLICE OFFICER	SIXTH DISTRICT	3/07/2003	3653.63
ROMAN	POLICE OFFICER	TENTH DISTRICT	5/06/2001	61.00
ROSADO	POLICE OFFICER	THIRTEENTH DISTRICT	8/15/2002	100.00
ROSALES	POLICE OFFICER	TENTH DISTRICT	3/16/2003	127.00
ROWAN	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	10/29/2001	339.00
RUIZ	POLICE OFFICER	SECOND DISTRICT	11/11/2002	257.00
RUSSELL	POLICE OFFICER	THIRD DISTRICT	4/06/2003	184.00
RYAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/16/2003	901.00
RYAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/13/2002	250.00
SANCHEZ	POLICE OFFICER	NARCOTICS SECTION	2/13/2002	989.00
SAVAGE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/07/2002	277.00
SCOTT	POLICE OFFICER	UNKNOWN	4/28/2002	2333.60
SHAMAH	POLICE OFFICER	ELVENTH DISTRICT	4/01/2001	30.00
SILVA	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/28/2003	790.47
SOLOMON	POLICE OFFICER	TENTH DISTRICT	4/09/2003	454.39
SUMMERFIELD	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/01/2003	1230.00
SUPER	POLICE OFFICER	EIGHTH DISTRICT	3/23/2003	413.00
SOTO	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/01/2002	1427.00
SPACEK	POLICE OFFICER	TENTH DISTRICT	10/16/2002	847.00
STAHL	POLICE OFFICER	SEVENTH DISTRICT	3/13/2003	908.00
STOPPA	POLICE OFFICER	FOURTH DISTRICT	12/28/2002	296.00
SURMA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/17/2002	44.00
SVEC	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/28/2002	145.00
TAIT-DAVROS	POLICE OFFICER	SEVENTH DISTRICT	2/08/2002	195.00
TATRO-MENDOZA	POLICE OFFICER	FOURTH DISTRICT	4/07/2003	1666.00
TAYLOR	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	9/19/2001	188.58
THOLL	POLICE OFFICER	EIGHTEENTH DISTRICT	9/20/2002	352.00
TIETZ	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	4/29/2003	360.85
TREHY	POLICE OFFICER	SIXTEENTH DISTRICT	12/08/2002	5802.50
TROKEN	POLICE OFFICER	UNKNOWN	2/04/2002	43.00
VALENTE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/10/2003	159.00
VALENTI-RODRIGUEZ	POLICE OFFICER	TENTH DISTRICT	3/27/2003	527.25
VILLANUEVA	POLICE OFFICER	RECRUIT TRAINING	9/23/1999	96.00
VILLARREAL	POLICE OFFICER	SEVENTH DISTRICT	11/19/2002	1236.54
	POLICE OFFICER	THIRTEENTH DISTRICT	4/04/2003	275.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/04/2003

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
VITTORI	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	5/11/2002	1059.12
WALLACE	POLICE OFFICER	TWELFTH DISTRICT	1/20/2002	76.00
WARNER	POLICE OFFICER	EIGHTEENTH DISTRICT	8/27/2001	105.00
WATKINS	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	4/19/2003	2527.76
WEBER	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/03/2002	105.00
WELLS	POLICE OFFICER	SIXTH DISTRICT	3/05/2003	753.12
WESTON	POLICE OFFICER	SPECIAL OPERATIONS SECTION	5/28/2003	1878.12
WILLIAMS	POLICE OFFICER	ELEVENTH DISTRICT	4/21/2003	288.40
WILLIAMS	POLICE OFFICER	UNKNOWN	9/04/2001	500.00
WOZNIAK	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/12/2000	40.00
BILLUPS	LIEUTENANT	ENGINE COMPANY 72	8/17/2002	203.35
DURKE	FIREFIGHTER	TRUCK 51	5/12/2003	2194.77
CHAPELLO	CAPTAIN	BATTALION 15	2/15/2003	28966.09
CRONIN	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	10/25/2002	103.00
DI SALVO	PARAMEDIC	AMBULANCE 13	7/02/2002	180.00
FINNEGAN	FIREFIGHTER	ENGINE COMPANY 83	5/31/1999	1393.00
HARRIS	FIREFIGHTER	TRUCK 15	1/31/1989	169.00
JANIGA	FIREFIGHTER	ENGINE COMPANY 77	9/27/2001	9225.40
KILLEEN	FIREFIGHTER	TRUCK 40	12/30/1983	230.00
MADDEN	PARAMEDIC	AMBULANCE 14	3/08/2003	15132.80
MCLEROY	LIEUTENANT	TRUCK 30	5/22/2000	486.00
PARKS	PARAMEDIC	AMBULANCE 8	3/08/2003	69.00
SCHOPPER	PARAMEDIC	AMBULANCE 38	11/09/2002	1914.86

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS REFUNDS,
COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement 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 Police/Office Of Emergency Communication:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Thomas Brakey 1330 Arthur Apartment GA Berkeley, Illinois 60163	9/23/02 East 29 th and South Dr. Martin Luther King, Jr. Drive	\$1,177.00
Lotoya J. Edwards 21 West 104 th Place Chicago, Illinois 60628	7/19/02 50 West 104 th Place	1,186.00
Joanne Harrigan 4160 Terrameke Avenue Arlington Heights, Illinois 60004	8/12/02 West Altgeld Street and West Wrightwood Avenue	310.00
Gus Harvey 1401 East 49 th Street Chicago, Illinois 60615	4/13/02 7040 South Cottage Grove Avenue	630.00
Stephanie Jackson and State Farm Insurance Company 185 North Randall Road Suite S Batavia, Illinois 60510	7/5/02 300 South State Street	402.00 120.00*

* To City of Chicago, Bureau of Parking

9/4/2003

REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Kevin H. Kileen 106 East John Street Apartment 7 Champaign, Illinois 61820	5/21/02 644 West Wrightwood Avenue	\$ 153.00
Patricia Mendoza 2450 West 59 th Street Chicago, Illinois 60629	4/27/02 North Sacramento Avenue and West Fullerton Avenue	1,000.00
Cristino Salto and Mark Schaffner Attorney 30 North LaSalle Street Suite 1724 Chicago, Illinois 60602	3/30/02 1631 West Division Street	432.00 200.00*
James Taylor 4941 West Rice Street Chicago, Illinois 60644	12/3/02 5518 West Chicago Avenue	1,194.00 60.00*

Damage To Vehicle

Department Of Revenue:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Erick J. Santiago 1672 West Olive Avenue Chicago, Illinois 60660	3/17/02 4642 North Broadway	\$1,054.00

* To City of Chicago, Bureau of Parking

*Damage To Vehicle.**Department Of Sewers:**Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Mildred D. Jones 8725 South Throop Street Chicago, Illinois 60620	1/7/03 845 West 83 rd Street	\$ 265.00
Antawana Smothers 8127 South Normal Avenue Chicago, Illinois 60620	5/6/02 2100 West 87 th Street	161.00

*Damage To Property.**Department Of Streets And Sanitation/Bureau Of Streets:**Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Barbara Maxie 1624 North Menard Avenue Chicago, Illinois 60639	10/16/01 1624 North Menard Avenue	\$1,000.00*
Jon Neimen Levy 2312 North Oakley Avenue Chicago, Illinois 60647	3/20/03 2341 North Leavitt Street	1,300.00
Mary Patricia Monachan 1625 West 101 st Street Chicago, Illinois 60643	8/15/02 1625 West 101 st Street	350.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Lucette M. Rodkey 2339 North Leavitt Street Chicago, Illinois 60647	3/31/03 2339 North Leavitt Street	\$2,204.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Andrew Affrunti 5331 West Grace Street Chicago, Illinois 60641	3/28/03 7213 West Addison Street	\$641.00
Maria Hilbring Armstead 216.00 1468 South Michigan Avenue Attention: Phenomenal Fitness -- Floor 2 Chicago, Illinois 60605	8/30/01 170 North Michigan Avenue	
Brad Berliner 844 West Buckingham Place Unit 2 Chicago, Illinois 60657	2/13/03 2653 West Addison Street	138.00
Nenos Brikha 6240 North Rockwell Street Chicago, Illinois 60659	3/24/03 4309 West Peterson Avenue	894.00
Jannie Brown 9948 South Beverly Avenue Chicago, Illinois 60643	8/19/01 7706 South Ashland Avenue	471.00

Name And Address	Date And Location	Amount
Hubert Burks 6166 North Sheridan Road Apartment 6J Chicago, Illinois 60660	9/22/02 South Michigan Avenue and South Indiana Avenue	\$472.00
Ioanna K. Chaney 2036 North Sedgewick Street Unit C Chicago, Illinois 60614	5/11/03 North Lake Shore Drive between West Lawrence Avenue and West Foster Avenue	370.00
Rose Mary Culelea 200 West Campbell Avenue Apartment 205 Arlington Heights, Illinois 60005	10/11/02 4839 West Carmen Avenue	168.00
Derryck Coleman 8020 South Maryland Avenue Chicago, Illinois 60619	12/25/02 4808 South Cottage Grove Avenue	125.00
Daniel Alan Cahan 18 North Ada Street Unit E Chicago, Illinois 60607	1/19/03 1132 West Lake Street	68.00
Charlene Grayson 4214 South Langley Avenue 3 rd Floor Chicago, Illinois 60653	9/13/02 6858 South Chappell Avenue	578.00 50.00*
John Harris 9317 South Perry Avenue Chicago, Illinois 60620	2/6/03 1600 East 102 nd Street	400.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Kimberly D. Honey 6108 South Park Shore East Court Apartment 5W Chicago, Illinois 60637	3/4/03 5300 South Indiana Avenue	\$ 10.95
Earline Jackson 1811 North Mayfield Avenue Chicago, Illinois 60639	3/9/03 1545 North Central Avenue	280.00
Charles McCullual 8055 South Houston Avenue Chicago, Illinois 60617	11/28/01 7900 South Halsted Street	500.00
Lisa Marie Olesky 3822 North Oakley Avenue Chicago, Illinois 60618	1/29/03 2850 West Addison Street	87.00
Eldred Parker 7811 South May Street Chicago, Illinois 60620	6/4/01 8312 South Ashland Avenue	30.00
John Pelcak 5665 West Goodman Street Chicago, Illinois 60630	10/17/02 West Giddings Street and North Linder Avenue	95.00 75.00*
Brenda Rance 1143 North Richmond Street Chicago, Illinois 60622	1/5/01 3500 West Division Street	23.00 60.00*
Michael Rockel and State Farm Insurance Company 2702 Ireland Grove Road P.O. Box 2311 Bloomington, Illinois 61702	9/2/02 North Normandy Avenue and West Cornelia Avenue	636.00 60.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Kellie L. Shannon 245 Juniper Street Park Forest, Illinois 60466	3/10/03 3900 North Lake Shore Drive	\$ 67.00
Herbert Simmons 8910 South Mackinaw Avenue Chicago, Illinois 60617	10/8/02 3000 East 92 nd Street	971.00
Patricia J. Suszka 155 North Harbor Drive Unit 4212 Chicago, Illinois 60601	5/5/03 1 North Halsted Street	67.00
Nicole Trask 11600 South Hale Avenue Chicago, Illinois 60643	9/23/02 7700 South Vincennes Avenue	160.00
Dennis Waugh 4708 North Campbell Avenue Chicago, Illinois 60625	5/27/03 3008 North Western Avenue	261.00
Joshua H. Wenger 935 North Wolcott Avenue Unit 201 Chicago, Illinois 60622	9/11/02 1400 North Oakley Avenue	167.00
Josua H. Wenger 935 North Wolcott Avenue Unit 201 Chicago, Illinois 60622	9/11/02 1400 North Oakley Avenue	107.00

Damage To Property.

*Department Of Streets And Sanitation/Sanitation And Bulk:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
William R. Slawson and State Farm Insurance Company Fire Subrogation P.O. Box 2314 Bloomington, Illinois 61702	10/5/02 5245 South Mayfield Avenue	\$690.00

Damage To Vehicle.

*Department Of Transportation/Office Of Highways And Bridges:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Juanita Lesley Jefferson 1812 South Dearborn Court Unit 46 Chicago, Illinois 60616	4/8/03 9001 South Western Avenue	\$100.00

Damage To Property.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Vernita Merritt 1655 North Newcastle Avenue Chicago, Illinois 60607	4/1/02 1655 North Newcastle Avenue	\$160.00

Damage To Vehicle.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
John Pierce 5055 West Warwick Avenue Chicago, Illinois 60641	12/28/02 3350 North Cicero Avenue	\$ 425.00
Rosa Silva 4401 South Keating Avenue Chicago, Illinois 60632	2/21/03 3000 South Troy Street	776.00
Anetha Washington 867 East Pershing Road Number 2 Chicago, Illinois 60653	1/22/03 867 East Pershing Road	1,383.00

*Damage To Vehicle.**Department Of Fire:**Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Hamdija Cehic 4749 North Spaulding Avenue Apartment 3N Chicago, Illinois 60625	8/28/02 500 South Wabash Avenue	\$290.00
Lavesha Williams 12110 South LaSalle Street Chicago, Illinois 60628	6/26/02 804 East 91 st Street	71.00 210.00*

*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
Helen Bouvien Evans 8955 South Marshfield Avenue Chicago, Illinois 60620	12/18/02 2700 South Ashland Avenue	\$865.00
Richard Meyers and Illinois Farmers Insurance Company P.O. Box 268992 Oklahoma City, Oklahoma 73126	7/15/02 North Pulaski Road and West Foster Avenue	564.00 120.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
John Jay Michiels 3030 South Princeton Avenue Apartment 1F Chicago, Illinois 60616	12/10/02 3018 South Princeton Avenue	\$659.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Brian Bishop and Unique Insurance Company 2200 East Devon Suite 371 Des Plaines, Illinois 60018	1/9/03 828 West Lill Avenue	\$ 632.00 100.00*
City of Chicago/Bureau of Parking 1215 Chanchellor Street Evanston, Illinois 60201	6/5/02 During relocation	100.00 100.00*
Petrina Cody 930 West Winona Street Unit 103 Chicago, Illinois 60640	2/16/03 During towing	1,270.00 100.00*
Theodore Georgas 2912 South Wentworth Avenue Apartment 1R Chicago, Illinois 60616	12/1/02 During towing	931.00

* To City of Chicago, Bureau of Parking

9/4/2003

REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Sarah Elizabeth Ippel 1400 North Lake Shore Drive Number 4P Chicago, Illinois 60610	1/27/03 During towing	\$936.00
Rosalyn S. Schnall 8644 North Skokie Boulevard Apartment 201 Skokie, Illinois 60077	2/23/03 During towing	994.00
Fei Xiong 1537 Norway Lane Apartment 3B Palatine, Illinois 60074	2/11/03 During towing	135.00
Rosa Zabaleta 1215 Chanchellor Street Evanston, Illinois 60201	6/5/02 During relocation	661.00 100.00*

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Forestry:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
City of Chicago/Bureau of Parking Moellering 2436 North Surrey Court Chicago, Illinois 60614	2/1/02 2436 North Surrey Court	\$160.00 160.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Michael Gallagher and Caroline Moellering 2436 North Surrey Court Chicago, Illinois 60614	2/1/02 2436 North Surrey Court	\$540.00 160.00*
Kit Kat Lounge and Supper Club 3700 North Halsted Street Chicago, Illinois 60613	6/21/01 3700 North Halsted Street	373.90

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
Balzekas Museum of Lithuanian Culture 6500 South Pulaski Road Chicago, Illinois 60629	3/5/03 6500 South Pulaski Road	\$187.00
Wavey J. Green 5649 South Aberdeen Street Chicago, Illinois 60621	1/31/03 5649 South Aberdeen Street	500.00
John Lopez 10301 South Trumbull Avenue Chicago, Illinois 60655	3/5/03 10301 South Trumbull Avenue	31.70

* To City of Chicago, Bureau of Parking

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
Phil Contursi 1806 West Grand Avenue Chicago, Illinois 60622	8/13/02 920 North Michigan Avenue	\$ 333.00
James Martin 10631 South Moody Chicago Ridge, Illinois 60415	8/1/02 20 East Lake Street	335.00 1,030.00*
Warren Thomas 1514 North Latrobe Avenue Chicago, Illinois 60651	10/27/00 704 South Independence Boulevard	269.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS
FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

* To City of Chicago, Bureau of Parking

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the city, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows and charged to Account Number 100-99-2005-0939-0939:

[List of claimants printed on pages 6899
through 6900 of this *Journal*.]

9/4/2003

REPORTS OF COMMITTEES

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C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED
MEETING DATE 9/04/2003

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ADDISON HERITAGE CONDO. ASSN.	9	ANNUAL	675.00	WILLIAM JP BANKB	36
AMERICANA TOWERS CONDOMINIUM	420	ANNUAL	20,472.69	VI DALEY	43
ART HOUSE CONDO-ASSOC.	26	ANNUAL	125.00	WALTER BURNETT JR.	27
ASTOR VILLA CONDOMINIUM ASSN.	49	ANNUAL	3,675.00	BURTON F. NATARUS	42
BLACKSTONE CONDO ASSOCIATION	6	ANNUAL	450.00	LESLIE HAIRSTON	05
BLACKSTONE CONDOMINIUM	18	ANNUAL	1,350.00	LESLIE HAIRSTON	05
BYRON GREYSTONE CONDO. ASSN.	12	ANNUAL	900.00	THOMAS TUNNEY	44
BYRON-MEDVALE CONDO ASSOC.	8	ANNUAL	600.00	THOMAS ALLEN	38
CANDY FACTORY CONDO. ASS'N.	11	ANNUAL	731.29	EUGENE C. SCHULTER	47
EASTWOOD MANOR CONDO. ASSN.	7	ANNUAL	525.00	THOMAS ALLEN	38
EUGENIE LANE CONDOMINIUM ASSN.	24	ANNUAL	1,800.00	VI DALEY	43
FARWELL TERRACE CONDOMINIUM	12	ANNUAL	900.00	JOE MOORE	49
GRACE SHORE CONDO ASSN	6	ANNUAL	450.00	HELEN SHILLER	46
LAKE POINTE TOWER CONDO. ASSN.	875	SEMI-ANNUAL	32,812.50	BURTON F. NATARUS	42
MALDEN COURT CONDO. ASSOC.	6	ANNUAL	450.00	HELEN SHILLER	46
MARBELLA CONDO ASSOCIATION	6	ANNUAL	450.00	JOE MOORE	49
NAVARRA CONDO. ASSOC.	481	ANNUAL	27,424.00	WALTER BURNETT JR.	27
NOBLE SQUARE COOPERATIVE	7	ANNUAL	525.00	JOE MOORE	49
NORTH SHORE AVE. CONDO. ASSN.	240	ANNUAL	15,043.45	BURTON F. NATARUS	42
ONE EAST SCOTT CONDO. ASSOC.	6	ANNUAL	450.00	WILLIAM JP BANKB	36
PACIFIC TERRACE ASSC.	8	ANNUAL	600.00	BRIAN G. DOHERTY	41
PALATINE CONDOMINIUM ASSOC.	15	ANNUAL	1,125.00	EUGENE C. SCHULTER	47
REGENCY OF RAVENSWOOD CONDO	6	ANNUAL	450.00	MARY ANN SMITH	48
ROSEDALE CONDOMINIUM ASSN.	18	ANNUAL	1,350.00	ARIEL REBOYRAS	30
ROYDON MANOR CONDOMINIUM	8	ANNUAL	600.00	BURTON F. NATARUS	42
SAVOY CONDO ASSOC.	24	ANNUAL	1,800.00	BERNARD L. STONE	50
SHERWOOD CASTLE CONDO. ASSN.	9	ANNUAL	675.00	THOMAS TUNNEY	44
STRATFORD PLACE CONDO. ASSN.	19	ANNUAL	1,425.00	ARIEL REBOYRAS	30
SUN VILLA CONDO	45	ANNUAL	3,375.00	VI DALEY	43
SURF-CAMBRIDGE CONDO ASSC.	115	ANNUAL	6,564.77	THOMAS TUNNEY	44
THE PORTALS AT GRANT PLACE	6	ANNUAL	1,122.00	JOE MOORE	49
THE WELLINGTON PLACE CONDO.	18	ANNUAL	675.00	PATRICK J. LEVAR	45
VALENCIA CONDOMINIUM ASSOC.	9	ANNUAL	900.00	THEODORE MATLAK	32
WINDSOR COURTS CONDO #2	12	ANNUAL	2,250.00	THEODORE MATLAK	32
WRIGHTWOOD CITYCHOMES CONDO	30	ANNUAL	8,601.36	JOE MOORE	49
1041-47 BELDEN CONDOMINIUM	247	ANNUAL	525.00	BURTON F. NATARUS	42
1050 W. COLUMBIA CONDO ASSOC.	7	ANNUAL	2,100.00	BURTON F. NATARUS	42
1150 CONDOMINIUM ASSOCIATION	46	ANNUAL	450.00	VI DALEY	43
1300 N. LASALLE ASSOCIATION	28	ANNUAL	600.00	PATRICK J. O'CONNOR	40
1335 ASTOR COOPERATIVE APTS.	6	ANNUAL	600.00	JOE MOORE	49
1418 N. LAKE SHORE DR. CONDO.	8	ANNUAL	11,566.92	BURTON F. NATARUS	42
1427-29 ROSEMONT CONDOMINIUM	189	ANNUAL			
1526-28 N. CHASE AVENUE CONDO					
1720-22 W. ESTES HUMEDGERS					
200 E. DELAWARE CONDO ASSOC.					

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 9/04/2003

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
2000 WEST HADDON CONDO ASSN.	14	ANNUAL	1,050.00	MANUEL FLORES	01
2016 CLEVELAND CONDO ASSOC.	7	ANNUAL	525.00	VI DALEY	43
219 EAST LAKE SHORE DR. CONDO	28	ANNUAL	2,100.00	BURTON F. NATARUS	42
2650 LAKEVIEW CONDO ASSOC	397	ANNUAL	22,390.35	VI DALEY	43
2900 BURLING CONDO ASSN.	6	ANNUAL	450.00	THOMAS TUNNEY	44
3143 N. NASHVILLE CONDO ASSOC	9	ANNUAL	675.00	WILLIAM JP BANKS	36
3150 NORTH SHERIDAN ROAD CONDO	106	ANNUAL	7,153.38	THOMAS TUNNEY	44
33 EAST CEDAR CONDOMINIUM	128	ANNUAL	6,408.80	BURTON F. NATARUS	42
3900 LAKE SHORE DRIVE CONDO.	240	ANNUAL	4,210.73	HELEN SHILLER	46
4343 CLARENDON CONDO ASSOC	450	ANNUAL	13,841.16	HELEN SHILLER	46
440 ALDINE CONDOMINIUM ASSN.	6	ANNUAL	450.00	THOMAS TUNNEY	44
5000 MARINE DRIVE CORPORATION	82	ANNUAL	4,289.52	MARY ANN SMITH	48
5040-60 MARINE DRIVE CONDO.	203	ANNUAL	15,225.00	MARY ANN SMITH	48
508 MELROSE CONDOMINIUM ASSN.	41	ANNUAL	3,075.00	THOMAS TUNNEY	44
5235 WEST LELAND CONDOMINIUM	5	ANNUAL	375.00	PATRICK J. LEVAR	45
5445 EDGEWATER PLAZA CONDO.	466	ANNUAL	19,908.89	MARY ANN SMITH	48
5455 EDGEWATER PLAZA CONDO	465	ANNUAL	30,798.38	MARY ANN SMITH	48
5500 WEST HIGGINS CONDO. ASSN.	10	ANNUAL	610.25	PATRICK J. LEVAR	45
6247-49 N. GLENWOOD CONDO. ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
7522 1/2 RIDGE BLVD CO-OP	6	ANNUAL	450.00	BERNARD L. STONE	50
8134-36 CALUMET CONDO. ASSN.	6	ANNUAL	450.00	FREDDRENNA LYLE	06
901 SOUTH PLYMOUTH COURT	120	SEMI-ANNUAL	4,500.00	MADELINE HAITHCOCK	02

AUTHORIZATION FOR PAYMENT OF SENIOR
CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number 314-99-2005-9148-0938:

[List of claimants printed on page
6903 of this *Journal*.]

*Do Not Pass -- SUNDRY CLAIMS
FOR VARIOUS REFUNDS.*

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on January 12, 2000, and on subsequent dates, sundry claims as follows:

Adams, Robert

Agosto, Edward

Brown, Kathleen and Allstate Insurance Company

Charles, Anna L. and Chicago Mutual Liability Company

Chism, Antavis

(Continued on page 6904)

COMMITTEE ON FINANCE
 SMALL CLAIMS, CITY OF CHICAGO
 SEWER REGATE JOURNAL

NAME	PIR NUMBER	ALDERMAN	AMOUNT
AHMED, LATIF	14-28-318-077-1158	43 DALEY	50.00
ANDERSON, ELLA	14-08-414-038-0000	46 SHILLER	50.00
BOYD, IDA M.	14-08-414-038-0000	46 SHILLER	50.00
BURNSIDE, CLEASTER	14-08-414-038-0000	46 SHILLER	50.00
FEDARCA, ANA	14-08-414-038-0000	46 SHILLER	50.00
FERGUSON, LUCILLE	14-08-414-038-0000	46 SHILLER	50.00
KING, MARGARET J.	13-18-409-056-1081	38 ALLEN	50.00
KOWALSKI, ANNA MARIA	13-09-320-059-1009	45 LEVAR	50.00
LE, KHAC DUC	14-08-414-038-0000	46 SHILLER	50.00
LIOKUMHUVICH, TIMOFEY	14-08-414-038-0000	46 SHILLER	50.00
MILLER, BERNICE	14-08-414-038-0000	46 SHILLER	50.00
MITCHELL, RUBY	14-08-414-038-0000	46 SHILLER	50.00
OSHANA, ALICE V.	13-11-420-040-1002	39 LAURINO	50.00
OZELIA, GANE J	20-11-206-058-0000	04 PRECKWINKLE	50.00
SIMPSON, LEON	14-08-414-038-0000	46 SHILLER	50.00
STRAUS, HENRY H.	17-03-101-029-1136	43 DALEY	50.00
THOMPSON, BOBBIE	14-08-414-038-0000	46 SHILLER	50.00
VARO, ETELKA	14-08-414-038-0000	46 SHILLER	50.00
WILLIAMS, CLARICE	14-08-414-038-0000	46 SHILLER	50.00
WILLIAMS, T.C.	20-34-413-060-0000	06 LYLE	50.00
YOUNG, ELIZABETH	14-08-414-038-0000	46 SHILLER	50.00
ZAK, HARRIET R.	19-18-215-042-1006	23 ZALEWSKI	50.00
ZILBERSHTEYN, SENA	14-08-414-038-0000	46 SHILLER	50.00
		* TOTAL AMOUNT	1,150.00

(Continued from page 6902)

Dammons, Donald P.

Davis, Voncile

Diaz, Arturo

Dimarsky, Sherry

Dorsey, Eleanor

Gallant, Joseph A. and GEICO Insurance Company

Lee, Bernadette and Graham

Lewis, Narvell

Logan, Roslyn R. and State Farm Insurance Company

Lupfer, David W.

Melton, Rose Lee

MGH Food Service, Inc.

Michel, Benjamin Aaron

Mild, Natalie R.

Miles, Johnnie

Mooney, Carol L.

Napoli, Robert A. and Allstate Insurance Company

Naszke, Jr., Sigmund

Obasuyi, Patricia and State Farm Insurance Company

Parker, Tim

Pitman, Wanda

Range, Paul

Robinson-Johnson, Doug A.

Romero, Blanco

Rounds, Ethel A.

Sarkus, Raimundas

Seydlitz, Jennie R.

St. Clair, Frederick

Sullivan, Kathleen M.

Sutton, Julie Sorelle

Terry, Joel

Veal, Wanda L. and National Heritage Insurance Company

Vela, Carlos

Versace, Caroline

Wallace, Linda

Wilburn, Wanda J.

Williams, Anthony

Wilson, Felicia,

having 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Placed On File -- REPORT OF SETTLEMENT OF SUITS
AGAINST CITY DURING MONTH OF JULY, 2003.

The Committee on Finance submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order transmitting a list of various cases in which judgements were entered or cases were settled during the month of July, 2003, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the

proposed list of cases transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File*.

*Placed On File -- APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.*

The Committee on Finance submitted the following report:

Chicago, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration applications for the City of Chicago charitable solicitation (tag day) permits:

- A. City of Hope
September 12 through September 13, 2003 -- citywide;
- B. Saint Barbara Elementary School
September 26 through September 27, 2003 -- citywide;

- C. The Salvation Army
November 21 through December 24, 2003 -- citywide;
- D. Children's Benefit League of Chicago and Suburbs
April 23 through April 24, 2004 -- 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.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said applications and report were *Placed on File*.

COMMITTEE ON AVIATION.

AUTHORIZATION FOR ASSIGNMENT AND ASSUMPTION OF LEASE
INTEREST AT CHICAGO MIDWAY INTERNATIONAL AIRPORT
FROM AMERITECH CORPORATION TO BANK ONE.

The Committee on Aviation submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on July 29, 2003) at the request of the Commissioner of Aviation, transmits an ordinance authorizing the approval of an assignment and assumption agreement between Ameritech Corporation and Bank One, and begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution

of the State of Illinois ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City owns and operates an airport known as Chicago Midway International Airport ("Airport") and possesses the power and authority to lease premises thereon and to grant other rights and privileges with respect thereto; and

WHEREAS, The City entered into a Hangar and Hangar Site Agreement (the "Lease") with Beatrice Companies, Inc. ("Beatrice") dated March 11, 1987 pursuant to which the City leased the land located at 5713 South Central Avenue, Chicago, Illinois ("Premises") to Beatrice; and

WHEREAS, Beatrice's interest in the Lease was assigned to Ameritech Corporation ("Ameritech") on December 31, 1989; and

WHEREAS, Ameritech wishes to assign its interest in the Lease to Bank One, N.A. ("Bank One") and, upon such assignment, to be released from its obligations under the Lease; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein and shall constitute the findings of the City Council.

SECTION 2. The Commissioner of Aviation ("Commissioner") is hereby authorized (i) to approve an assignment of Ameritech's interest in the Lease to Bank One, which assignment may include a fee to be paid to Ameritech by Bank One, and (ii) upon the effective date of such assignment and the assumption by Bank One of the obligations of the lessee under the Lease, to release Ameritech from its obligations under the Lease from and after such date. Any such fee must be determined in compliance with the terms of the Lease.

SECTION 3. The Commissioner and other City officers and employees are authorized to take any and all actions, including but not limited to execution of other documents, certifications and agreements, as may be reasonably necessary or desirable to implement the objectives of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF EMPOWERMENT ZONE/ENTERPRISE COMMUNITY GRANT
FUNDS TO BOARD OF TRUSTEES OF COMMUNITY
COLLEGE DISTRICT NUMBER 508.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance previously passed June 4, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 2199) authorizing the execution of an agreement between the City of Chicago and The Board of Trustees of Community College District Number 508, necessary for the allocation of Empowerment Zone/Enterprise Community Grant Funds for the purpose of conducting the Pre-Apprenticeship Training Program, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following 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 the City of Chicago* of that date), and on May 18, 1994 (published at pages 50685 -- 50708 of the *Journal of the Proceedings of the City Council of the City of Chicago* 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 the "E.Z./E.C. Areas"), making the City eligible for State funds ("E.C. Funds", and the E.Z. Funds and E.C. Funds collectively referred to as the "E.Z./E.C. Funds") to support the federally designated empowerment zone and non-federally designated enterprise communities ("E.C. Eligible Projects"); and

WHEREAS, The I.D.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, In addition to those proposals, the Coordinating Council has approved revisions to the E.Z./E.C. Projects contained in Section 2; 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 name of the Grantee contained in the ordinance identified below shall be revised as follows:

- A. The Grantee City Colleges of Chicago was misnamed in the ordinance passed by the City Council on June 4, 2003, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* on page 2199 of that date. Its correct legal name is as follows:

Grantee:	Board of Trustees of Community College District Number 508
Location:	226 West Jackson Boulevard
Recommended:	\$120,000.00

The Board of Trustees of Community College District Number 508 will be responsible for in-class training of individuals involved in the Pre-Apprenticeship Program.

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 E.Z./E.C. Funds to be expended on such project.

SECTION 5. The E.Z. Funds shall be governed by the terms and conditions, and meet the statutory requirements set forth in the United States Code, Title 42, Chapter 7 -- Social Security, Subchapter XX -- Block Grants to States for Social Services found at 42 U.S.C. § 1397f, the H.U.D. E.Z. regulations found at 24 C.F.R. §§597.200(d)(12)(ii) through 597.200(d)(12)(v), 24 C.F.R. §§597.200(g), the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., and in accordance with all other laws, rules and regulations which pertain to or govern the use of the E.Z. Funds.

SECTION 6. The E.C. Funds shall be governed by the terms and conditions, and meet the statutory requirements set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., and in accordance with all other laws, rules and regulations which pertain to or govern the use of the E.C. Funds.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any 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.

APPROVAL FOR ALLOCATION OF COMMUNITY SERVICE BLOCK
GRANT LOAN TO BEST CHOICE PROCESSORS, INC.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 4, 2003.

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 a Community Service Block Grant loan agreement between the City of Chicago and Best Choice Processors, Inc., necessary for business infrastructure improvements, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The City, through its Department of Human Services ("D.H.S."), has determined that there is an unmet need for low-interest financing for businesses

and entrepreneurial ventures located in the City; and

WHEREAS, The State of Illinois, through its Department of Commerce and Economic Opportunity (formerly known as the Department of Commerce and Community Affairs) ("D.C.E.O."), has received an allocation of Community Services Block Grant funds ("C.S.B.G. Funds") from the United States Department of Health and Human Services; and

WHEREAS, D.C.E.O. has awarded to the City, through D.H.S., C.S.B.G. Funds in the aggregate amount of Six Hundred Eighty-two Thousand Seven Hundred Seventy-six Dollars (\$682,776); and

WHEREAS, D.C.E.O. has approved the use of C.S.B.G. Funds to provide low-interest financing for businesses and entrepreneurial ventures located in the City; and

WHEREAS, D.H.S. has preliminarily reviewed and approved the making of a loan to Best Choice Processors, Inc., an Illinois corporation (the "Borrower"), in an amount not to exceed Two Hundred Forty-seven Thousand Dollars (\$247,000) (the "Loan"), to be funded from C.S.B.G. Funds, pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; 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.H.S. (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. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower: Best Choice Processors, Inc., an Illinois corporation.

Project: The purchase of machinery, equipment and inventory, and financing of operations, for the Borrower's catfish processing and distribution business located at 1246 West 59th Street, Chicago, Illinois 60636 (the "Property").

Loan Terms:

Source: C.S.B.G. Funds.

Loan
Amount: Not to exceed \$247,000.

Term: Not to exceed seven years.

Interest: Three percent per annum.

Security: Non-recourse loan; mortgage on the Property, which may be subordinated to the mortgage(s) of another lender(s) or lenders providing financing for the Project.

AUTHORIZATION FOR ALLOCATION OF NEIGHBORHOOD
INVESTMENT FUND GRANTS TO ELIGIBLE
PARTICIPANTS UNDER EMERGENCY
HOUSING ASSISTANCE
PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 4, 2003.

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 allocation of Neighborhood Investment Fund grants to eligible participants under the Emergency Housing Assistance Program, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a 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 perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on November 19, 1997 and published at pages 57762 -- 57771 of the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, the City has entered into a Neighborhood Investment Fund Agreement (the "C.S.X. Agreement") with C.S.X. Intermodal, Inc. ("C.S.X."), pursuant to which the City has received funds from C.S.X. (the "C.S.X. Funds") which are to be used for eligible redevelopment project costs under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., in the area bounded by South Racine Avenue on the east, South California Avenue on the west, West 55th Street on the north and West 64th Street on the south (the "Area"); and

WHEREAS, Under the C.S.X. Agreement, the Department of Planning and Development ("D.P.D.") of the City is to administer the use of the C.S.X. Funds; and

WHEREAS, The Department of Housing ("D.O.H.") of the City currently makes loans to owner occupants ("E.H.A.P. Participants") of one (1) to four (4) unit residential buildings within the corporate limits of the City ("E.H.A.P. Buildings") to repair dangerous, hazardous and life-threatening conditions of such E.H.A.P. Buildings pursuant to D.O.H.'s Emergency Housing Assistance Program (the "E.H.A.P. Program"); and

WHEREAS, D.P.D. and D.O.H. propose to make in-kind grants of repair services to be funded from C.S.X. Funds ("Grants") to E.H.A.P. Participants ("N.I.F. E.H.A.P. Participants") who own and occupy E.H.A.P. Buildings in the Area ("N.I.F. E.H.A.P. Buildings") pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

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

SECTION 2. The Commissioners of D.P.D. and D.O.H. (the "Commissioners") and a designee of each of the Commissioners are each hereby authorized (a) to select E.H.A.P. Participants to receive Grants, and (b) 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 Grants and the terms and program objectives of the E.H.A.P. Program within the Area. The Commissioners are hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Grants which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioners are hereby authorized to disburse the proceeds of the Grants to the E.H.A.P. Participants.

SECTION 3. Section 2-44-090 of the Municipal Code of Chicago shall not apply to the Grants or the N.I.F. E.H.A.P. Buildings.

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 in full force and effect from and after the date of its passage.

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

Exhibit "A".

Grants.

Source:	C.S.X. Funds.
Eligible N.I.F. E.H.A.P. Buildings:	One to four unit residential buildings within the Area.
Eligible N.I.F. E.H.A.P. Participants:	Owner occupants of eligible N.I.F. E.H.A.P. Buildings.
Amount:	Not to exceed: \$10,000 in in-kind services for a one unit N.I.F. E.H.A.P. Building, \$10,000 for a two unit N.I.F. E.H.A.P. Building, \$12,000 for a three unit N.I.F. E.H.A.P. Building and \$12,000 for a four unit N.I.F. E.H.A.P. Building.

Conditional Repayment: If the N.I.F. E.H.A.P. Participant sells or voluntarily transfers the N.I.F. E.H.A.P. Building during the first year following receipt of the Grant, the Grant is repayable in full upon sale or voluntary transfer of the N.I.F. E.H.A.P. Building.

APPROVAL FOR EXPENDITURE OF OPEN SPACE IMPACT FEES
AND AUTHORIZATION FOR EXECUTION OF DEVELOPMENT
AND MAINTENANCE AGREEMENT WITH MC DONALDS
CORPORATION FOR CONSTRUCTION OF PUBLIC
PARK AND RECREATIONAL FACILITY AT
2 -- 4 EAST CHICAGO AVENUE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 4, 2003.

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 an agreement between the City of Chicago, Chicago Park District, and McDonald's Corporation necessary for the allocation of Open Space Impact Fees for park development in the near north side community area, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, T. Thomas, Coleman, L. Thomas, Murphy, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open

Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees: (i) be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected, and (ii) be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee Paying Developments built in the Near North Side Community Area have deepened the already significant deficit of open space in the Near North Side Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998; and

WHEREAS, The City is the owner of a parcel of land commonly known as 2 -- 4 East Chicago Avenue, Chicago, Illinois, which is identified as Permanent Index Number 17-03-229-006-0000 (the "Property"); and

WHEREAS, D.P.D. recommends the construction of park improvements on the Property to create open spaces and recreational facilities in the Near North Side Community Area (the "Project"); and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees to assist the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the purchase will come from the specific fund set up by D.O.R. for the Near North Side Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. wishes to make available to McDonald's proceeds from the Open Space Fees collected by D.O.R. in an amount not to exceed Four Hundred Thousand Dollars (\$400,000) for the purpose of funding the Project; and

WHEREAS, McDonald's Corporation, an Illinois corporation ("McDonald's") has agreed to use the proceeds from the Open Space Fees for capital improvements relating to the development of the Property as public open space pursuant to the terms and conditions specified in a development and maintenance agreement (the "Development and Maintenance Agreement") to be executed by McDonald's and the City, in order that the Property can be developed and thereafter maintained as a

public park by McDonald's for the benefit of the City and the community; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the Project; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has also recommended that the City enter into the Development and Maintenance Agreement with McDonald's; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees for the purpose of funding the Project will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") is hereby authorized to provide Open Space Fee proceeds to McDonald's in an amount not to exceed Four Hundred Thousand Dollars (\$400,000) from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. The Commissioner of D.P.D. (the "Commissioner") is hereby authorized to execute on behalf of the City a Development and Maintenance Agreement with McDonald's in connection with the Project in form agreed to by the parties and approved by the Corporation Counsel subject to customary terms and conditions, including indemnification, to the extent reasonably necessary or appropriate, to implement or complete the Project. The Development and Maintenance Agreement shall include the following terms: (1) McDonald's shall prepare construction documents and landscape plans regarding the construction of the Project meeting the City's approval and in accordance with all City requirements, the Open Space Ordinance, the City's landscape ordinance and all federal, state and local laws regarding accessibility; (2) McDonald's shall submit for City approval a Project budget and schedule; (3) the City shall have the right to approve the general contractor and all subcontractors involved in the Project; (4) disbursement of Open Space Fee funds in an amount not to exceed Four Hundred Thousand Dollars (\$400,000) to pay for development and construction of the Project; (5) maintenance and operation covenants regarding the use of the completed Project as a public park; (6) a mechanism for evaluation of the performance of McDonald's in developing and maintaining the Project; and (7) the

term of the Development and Maintenance Agreement shall be for twenty (20) years, subject to any extension of the term as agreed to by the parties.

SECTION 5. The Commissioner of D.P.D. is authorized to execute any and all documents and take any and all action as may be necessary or appropriate to effectuate the development and maintenance of the Project, subject to the approval of the Corporation Counsel.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 7. This ordinance shall take effect immediately upon its passage.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO PARK DISTRICT FOR
EXPENDITURE OF OPEN SPACE IMPACT FEES
FOR VARIOUS PARK PROJECTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 4, 2003.

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 an agreement between the City of Chicago and the Chicago Park District, necessary for the allocation of Open Space Impact fees, for various park projects throughout the City, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Community Areas listed on Exhibit A attached hereto have deepened the already significant deficit of open space in the respective Community Areas, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 and appearing on pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* of the same date; and

WHEREAS, The Chicago Park District, a municipal corporation (the "Park District"), has proposed the implementation of certain projects to create open spaces and recreational facilities in the Community Areas listed on Exhibit A; and

WHEREAS, The Department of Transportation ("D.O.T.") has proposed the implementation of a project to create open spaces and recreational facilities in the Community Areas listed on Exhibit A; and

WHEREAS, D.P.D. wishes to make available to the Park District and D.O.T. proceeds from the Open Space Fees collected by D.O.R. in the amounts described on Exhibit A for the purpose of partially funding these projects described on Exhibit A (respectively, the "Park District Projects" and the "D.O.T. Project") which will provide open space and recreational facilities for the benefit of the residents of the Community Areas described on Exhibit A; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which

the Open Space Fees were collected; and

WHEREAS, The Park District has agreed to use the proceeds from the Open Space Fees, in the amounts set forth on Exhibit A, to pay for acquisition costs or capital improvements, or both, relating to the Park District Projects subject to the terms and conditions specified in the intergovernmental agreement attached hereto as Exhibit B; and

WHEREAS, D.O.T. will use the proceeds from the Open Space Fees, in the amounts set forth on Exhibit A, to pay for capital improvements relating to the D.O.T. Project; and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees to assist each of the Projects will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for each Project will come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth on Exhibit A through this ordinance; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees, as proposed on Exhibit A, will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes set forth on Exhibit A.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to enter into an intergovernmental agreement with the Park District in connection with each of the Park District Projects, in substantially the form attached hereto as Exhibit B and to provide Open Space Fees proceeds to the Park District in the amount listed on Exhibit A from each of the corresponding funds to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amounts of One Hundred Forty-six Thousand Six Hundred Ninety-seven Dollars (\$146,697) and Forty-three Thousand Eight Hundred Forty-two Dollars (\$43,842), respectively, from the West Ridge Community Area Open Space Fees Fund and the North Park Community Area Open Space Fees Fund, are hereby appropriated for the D.O.T. Project.

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

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A".
(To Ordinance)

Description Of Projects.

Chicago Park District Projects.

Canal Origins Park.

Address:	2801 South Ashland Avenue.
Community Area:	Lower West Side.
Project Description:	Development and landscaping of a 2 acre park.
Amount of Open Space Fees:	Not to exceed \$104,307.

Pulaski Park Expansion.

Address: 1374 West Blackhawk Street.

Community Area: West Town.

Description of Project: Acquisition of land to expand Pulaski Park.

Amount of Open Space Fees: Not to exceed \$146,679.

Sheridan/Thorndale, Park Number 517 -- Phase I Development.

Address: 5914 -- 5924 North Sheridan Road.

Community Area: Edgewater.

Description of Project: Development of a 0.52 acre gateway park.

Amount of Open Space Fees: Not to exceed \$44,196.

Department Of Transportation Project.

Lincoln Village Riverwalk.

Address: East of 6101 -- 6215 North Lincoln Avenue and 6215 -- 6399 North McCormick Road.

Community Area: West Ridge and North Park.

Description of Project: Development of a 3.89 acre riverwalk park.

Amount of Open Space Fees: Not to exceed West Ridge -- \$146,679 and North Park -- \$43,842.

*Exhibit "B".
(To Ordinance)*

Agreement Between

The City Of Chicago

And

The Chicago Park District.

This agreement is entered into this _____ day of _____, 2003, between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development ("D.P.D.") and the Chicago Park District (the "Park District"), a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois.

Recitals.

Whereas, _____ (the "Owner") owns property which is located at _____ in the _____ Community, in Chicago, Illinois (the "Property") which is legally identified and described on Exhibit 1 hereto; and

Whereas, The Park District wishes to construct _____ on the Property (the "Project"); and

Whereas, The Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago (the "Code"), authorizes collection of fees as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City (the "Open Space Fees"); and

Whereas, The Department of Revenue has collected Open Space Fees for new dwelling units built in the _____ Community [and contiguous communities] (the "Proceeds") and has deposited such Proceeds in Fund Number _____; and

Whereas, On _____, 2003, the City Council of the City adopted an ordinance published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages _____ to _____, (the "Authorizing Ordinance")

among other things, (i) finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees; and (ii) authorizing the transfer of a portion of the Proceeds in an amount not to exceed \$_____ (the "Project Assistance") to the Park District as a contribution towards the costs of the Project; and

Whereas, On _____, _____, the Park District's Board of Commissioners passed Resolution Number _____ expressing its desire to cooperate with the City in the construction of the Project (the "Park District Resolution");

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Terms And Conditions.

Section 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated in this agreement and made a part hereof.

Section 2.

The Project.

A. No later than eighteen (18) months from the date hereof, or later as the Commissioner of D.P.D. may agree in writing, the Park District shall let one (1) or more contracts for the construction of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

B. At such time as the Park District lets a contract or contracts for the Project, the Park District shall also provide the City with copies of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a [public park] from all appropriate governmental authorities,

including evidence that the Property is appropriately zoned to be used, occupied and operated as a [public park].

C. If the Park District, without the City's written consent (i) fails to comply with the provisions of paragraphs A and B in this Section 2; or (ii) fails to complete the Project within _____ months after the date of execution of this agreement, then the City may terminate this agreement by providing written notice to the Park District. If the City so terminates this agreement, the Park District shall reimburse the City for the full amount of the Project Assistance.

D. The Park District agrees to construct the Project on the Property in accordance with the architectural plans and specifications prepared by _____, dated _____ ("Plans and Specifications"), which have been approved by the City and which are incorporated herein by reference. No material deviation from the Plans and Specifications may be made without the prior written approval of the City.

E. In all contracts relating to the Project, the Park District agrees to require its contractors to name the City as an additional insured on all insurance policies and to require its contractors to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses, including but not limited to attorney's fees, arising out of or resulting from the construction for the Project by its contractors or contractors' suppliers, employees or agents.

F. The Park District agrees to carefully inspect the Property prior to commencement of any activity on the Property to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

Section 3.

Funding.

A. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this Section 3 and such other conditions contained in this agreement, disburse the Project Assistance to the Park District. The Park District shall keep the Project Assistance in a segregated account to be used only for the Project.

B. Within fifteen (15) days after the execution of this agreement (the "Closing Date") or such longer period of time as may be agreed to by the Commissioner of D.P.D. (the "Commissioner"), but in no event later than thirty (30) days after the execution of this agreement (the "Satisfaction Period"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for the City's disbursement of the Project Assistance to the Park District:

- (i) the Owner has satisfactory title to the Property (which may be evidenced by an acceptable title insurance policy), subject only to those title exceptions acceptable to the City and the Park District; and

- (ii) the Park District has provided the City with:

- (a) copies of all easements and encumbrances of record (other than those arising from the Purchase);

- (b) two (2) copies of a Class A plat survey in the most recently revised form of ALTA/ACSM land title survey, acceptable in form and content to the City prepared by a surveyor registered in the State of Illinois, certified to the Park District, and certifying as to whether the Property is in an area identified by the Federal Emergency Management Agency as having special flood hazards;

- (c) copies of a Phase I environmental audit completed with respect to the Property. Based on the City's review thereof, the City may, in its sole discretion, require the completion of a Phase II environmental audit with respect to the Property prior to the Closing Date. The City reserves the right to terminate this agreement if, in the City's view, such audits reveal the existence of material environmental problems. Prior to the Closing Date, the Park District shall provide a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

- (d) evidence of searches of current financing statement, judgments, pending litigation, bankruptcy proceedings and federal and state tax liens showing no security interests, judgments, pending litigation, bankruptcy proceedings or federal or state tax liens on the Property or affecting the Owner;

- (e) a copy of the most recent real estate tax bill with respect to the Property, to the extent available; and

- (f) a copy of the most recent water bill with respect to the Property, to the extent available.

If the Park District is unable to satisfy these conditions within the Satisfaction Period, either party may terminate this agreement by providing written notice to the other party.

C. The Park District shall provide the City with monthly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

Section 4.

Environmental Matters.

A. It shall be the responsibility of the Park District, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property, including obtaining Phase I and, if applicable, Phase II environmental audits for the Property. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property as a park or for any use whatsoever.

B. The Park District may request a right-of-entry from the Owner for the purpose of conducting environmental tests on the Property. Prior to exercising its rights under the right-of-entry, the Park District or its contractor must obtain all necessary permits.

Section 5.

Insurance.

The Park District shall provide and maintain at the Park District's own expense, or cause to be provided during the term of the agreement, the insurance coverages and requirements specified below, insuring all operations related to the agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation as prescribed by applicable law covering all employees who are to provide a service under this agreement and Employers Liability coverage with limits of not less than One Hundred Thousand Dollars \$100,000 each accident or illness.

2) Commercial General Liability (Primary And Umbrella).

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

3) Automobile Liability (Primary And Umbrella).

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

4) Professional Liability.

When any architects, engineers or professional consultants perform work in connection with this agreement, the Park District shall cause to be provided, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000).

B. Other Requirements.

The Park District will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this agreement. The Park District shall submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the agreements have been fully met or that the insurance policies indicated on the certificate are in compliance with

all agreement requirements. The failure of the City to obtain certificates or other insurance evidence from agreement shall not be deemed to be a waiver by the City.

The Park District shall advise all insurers of the agreement provisions regarding insurance. Non-conforming insurance shall not relieve the Park District of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the agreement may be terminated.

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

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the Park District and contractors.

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

The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified within the agreement documents or by law.

The Park District expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Park District under the agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Park District shall require all subcontractors to provide the insurance required herein or the Park District may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Park District unless otherwise specified herein.

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

*Section 6.**Indemnity.*

The Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project.

*Section 7.**No Personal Liability.*

No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this agreement.

*Section 8.**Term.*

The term of this agreement shall commence on the date of its execution and shall expire upon completion of the parties' compliance with their respective obligations hereunder or termination of this agreement according to its terms, whichever occurs first.

*Section 9.**General Provisions.*

A. Assignment. This agreement, or any portion thereof, shall not be assigned by either party without the express prior written consent of the other.

B. Authority. Execution of this agreement by the City is authorized by the Authorizing Ordinance. Execution of this agreement by the Park District is authorized by the Park District Resolution. The parties represent and warrant to each other that they have the authority to enter into this agreement and perform their obligations hereunder.

C. Compliance With Laws. The parties agree to comply with all federal, state and local laws, status, ordinances, rules, regulations, codes and executive orders relating to this agreement.

D. Consents. Whenever the consent or approval of one or both parties to this agreement is required hereunder, such consent or approval will not be unreasonably withheld.

E. Construction Of Words. As used in this agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

F. Counterparts. This agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

G. Exhibits. Any exhibits to this agreement will be construed to be an integral part of this agreement to the same extent as if the same has been set forth verbatim herein.

H. Further Assurances. The parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this agreement.

I. Governing Law. This agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof.

J. Integration. This agreement contains the entire agreement between the parties.

K. Modification. This agreement may not be modified or amended except by an agreement in writing signed by the parties.

L. Notice. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram or fax; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested.

To The City:

City of Chicago
Department of Planning and
Development
Attention: Commissioner
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

with copies to:

City of Chicago
Department of Law
Attention: Finance and Economic
Development Division
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

To The Park District:

Chicago Park District
Attention: General Superintendent
541 North Fairbanks Court
Chicago, Illinois 60611
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

with copies to:

Chicago Park District
Department of Law
541 North Fairbanks Court
Chicago, Illinois 60611
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

M. Parties' Interest/No Third Party Beneficiaries. The terms and provisions of this agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party of this agreement and its successors and permitted assigns. This agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this agreement, nor any act of the City or the Park District shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Park District.

N. Representatives. Immediately upon execution of this agreement, the following individuals will represent the parties as a primary contact in all matters under this agreement.

For the City:

Kathy Dickhut
City of Chicago
Department of Planning and
Development
City Hall, Room 1003
121 North LaSalle Street
Chicago, Illinois 60602
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

For The Park District:

Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

O. Severability. If any provision of this agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this agreement.

P. Titles And Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this agreement.

Q. Time. Time is of the essence in the performance of this agreement.

R. Venue And Consent To Jurisdiction. If there is a lawsuit under this agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

In Witness Whereof, Each of the parties has caused this agreement to be executed and delivered as of the date first above written.

City of Chicago, a municipal corporation,
by and through its Department of
Planning and Development

By: _____
Alicia Mazur Berg,
Commissioner

Chicago Park District, a body politic and
corporate

By: _____
David Doig,
General Superintendent

[City of Chicago Insurance Certificate Form referred to
in this Agreement with the Chicago Park District
unavailable at time of printing.]

(Sub)Exhibit 1 referred to in this Agreement with the Chicago Park District reads
as follows:

(Sub)Exhibit 1.
(To Agreement With Chicago Park District)

Legal Description:

Property Index Numbers:

Property Address:

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO PARK DISTRICT AND
METROPOLITAN PIER AND EXPOSITION
AUTHORITY REGARDING TRAFFIC
CONTROL SERVICES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 4, 2003.

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 an intergovernmental agreement between the City of Chicago, the Chicago Park District and the Metropolitan Pier and Exposition Authority regarding traffic control services, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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"), the Chicago Park District ("Park District") and the Metropolitan Pier and Exposition Authority ("M.P.E.A.") (collectively "the parties") wish to enter into an agreement or agreements whereby the Park District or the M.P.E.A., or both, will provide certain traffic control services ("the services") on or near Park District or M.P.E.A. property; and

WHEREAS, Pursuant to Section 10 of Article VII of the Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220) and other lawful authority, public bodies may share and transfer powers and functions; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The Mayor, the Superintendent of Police or the Acting Superintendent of Police may, on behalf of the City and subject to review by the Corporation Counsel as to form and legality, enter into one (1) or more intergovernmental agreements with the Park District, or the M.P.E.A., or both parties, for the purposes described in this ordinance. Such an agreement may contain provisions under which:

(1) The City transfers and delegates its authority to provide traffic control services on Park District property or on portions of the public way and other roadways within, adjacent to or near Park District property, to the Park District, with respect to locations and times specified in the agreement as the agreement is amended from time to time, within the area of the City bounded as follows: the Chicago River on the north; Lake Michigan on the east; 31st Street on the south; and the Kennedy and Dan Ryan Expressways on the west.

(2) The City transfers and delegates its authority to provide traffic control services on M.P.E.A. property or on portions of the public way and other roadways within, adjacent to or near M.P.E.A. property, to the M.P.E.A., with respect to locations and times specified in the agreement as the agreement is amended from time to time.

(3) The Park District or the M.P.E.A. provides the services as described in the agreement, which may be pursuant to a contract between the Park District or the M.P.E.A. and any other entity, the terms of which will be agreed to by the City.

(4) Provision for the allocation or sharing of immunities is made under Article VII of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101, et seq.).

(5) The City coordinates or supervises any of the services.

(6) Indemnification is provided by any of the parties.

(7) Compensation for the services is paid by the City to either of the other parties at an agreed upon hourly rate or in some other form of monetary payment or in-kind services as agreed to by the parties.

The agreement may contain such other provisions that the applicable parties consider reasonable and necessary for the purposes of this ordinance.

SECTION 3. The Mayor, the Superintendent of Police or the Acting Superintendent of Police may, on behalf of the City, enter into negotiations and to execute such agreements, amendments and documents as are required or necessary to implement the terms and purposes of an agreement executed under this ordinance.

SECTION 4. Any person providing services pursuant to an agreement executed under this ordinance shall be considered a traffic control aide for purposes of the Municipal Code of Chicago, and shall be considered to be exercising powers delegated by the City from the City of Chicago Department of Police.

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

SECTION 6. This ordinance shall be in full force and effect from and after its passage and approval.

AUTHORIZATION FOR TRANSFER OF FUNDS FOR YEAR 2003
WITHIN COMMITTEE ON HOUSING AND REAL ESTATE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 4, 2003.

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 Housing and Real Estate, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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 is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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 2003. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 2003 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personal Services	100	15-2280	0000	\$5,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Contingencies	100	15-2280	0700	\$5,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations within the City Council Committee on Housing and Real Estate for the year 2003.

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

COMMITTEE ON BUILDINGS.

**AMENDMENT OF TITLE 15, CHAPTER 4, SECTION 550 OF
MUNICIPAL CODE OF CHICAGO BY FURTHER
REGULATION OF FIREWORKS DISPLAYS.**

The Committee on Buildings submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred to the Committee on Buildings March 5, 2003 and substitute ordinance submitted, adopted August 28, 2003) relating to Chapter 15-4-550 Fireworks, 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 on Buildings, with no dissenting vote.

This ordinance shall be in effect upon 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 15-4-550 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and inserting the language underscored, as follows:

15-4-550 Fireworks.

The ~~division marshal~~ deputy commissioner in charge of the bureau of fire prevention may, upon due application, issue a permit to a properly qualified person for giving a display of fireworks on privately owned property. The applicant shall give written notice to the alderman of the ~~effected~~ affected ward ten days prior to the date of application for such permit. The application shall be filed with the bureau of fire prevention, and must include: No permit shall be issued unless the applicant attaches the written consent of the alderman of the affected ward to the application. The ; the written consent of the owner of such the property shall also be filed with the bureau of fire prevention with said application where the applicant proposes to give the display; proof that the applicant is in compliance with all provisions of the Illinois Pyrotechnic Operator Licensing Act, as amended; proof that the applicant is in compliance with the Illinois Fireworks Use Act, as amended; and proof of general liability insurance, in an amount not less than \$1,000,000, issued by an insurer authorized to insure risks in Illinois. The City of Chicago and its officers and employees shall be named as additional insured. The insurance policy shall provide for notice to the deputy fire commissioner no less than 72 hours prior to cancellation of coverage. If the proposed location of the display is licensed for the retail sale of alcoholic liquor for consumption on the premises, the applicant shall also include proof of the licensee's compliance with Section 6-32(a) of the Illinois Liquor Control Act, as amended. No display of fireworks shall be permitted between the hours of 11:00 P.M. and 6:00 A.M. In no case shall any indoor display of fireworks be conducted unless the indoor site meets indoor-facility safety standards set by the fire department. The fire department shall promulgate such indoor-facility safety standards as needed to determine if an indoor-facility a proposed site has the proper safety equipment, personnel and procedures necessary to conduct an indoor a fireworks display. The safety standards shall be no less stringent than those adopted by the state fire marshal. The deputy commissioner may impose additional specific conditions related to unique conditions of the property where an indoor display is proposed.

SECTION 2. This ordinance shall be in full force and effect from and after its 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, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration twenty-four proposed sign orders (which were referred July 9, July 29 and August 28, 2003, respectively) 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 attached orders (one -- 1st Ward, four -- 11th Ward, two -- 14th Ward, one -- 17th Ward, one -- 20th Ward, one -- 25th Ward, three -- 35th Ward and eleven -- 41st 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

4723 South Ashland Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Marshall Sign Company, 3610 South Albany Avenue, for the erection of a sign/signboard over 100 square feet (in area of one face) at The Basement, 4723 South Ashland Avenue (non-illuminated flat sign):

Dimensions: length, 38 feet; height, 8 feet
Height Above Grade to Top of Sign: 20 feet
Total Square Foot Area: 304 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.

7311 South Ashland 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 Aaron's Sales & Lease, 7311 South Ashland Avenue:

Dimensions: length, 25 feet, 6 inches; height, 6 feet
Height Above Grade/Roof to Top of Sign: 19 feet
Total Square Foot Area: 153 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.

5157 South California Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Chyba Electric, Inc., 4848 South Harding 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 Saint Simon the Apostle Church, 5157 South California Avenue:

Dimensions: length, 8 feet; height, 5 feet
Height Above Grade/Roof to Top of Sign: 13 feet
Total Square Foot Area: 80 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.

2233 West Division Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Chesterfield Awning Co. Inc., 16999 Van Dam Road, South Holland, Illinois 60473, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Resurrection Health Care, 2233 West Division Street:

Dimensions: length, 8 feet; height, 20 feet, 9¼ inches
Height Above Grade/Roof to Top of Sign: 10 feet, 8 inches
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.

5250 North Harlem Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at LaSalle Bank, 5250 North Harlem Avenue:

Dimensions: length, 17 feet, 5 inches; height, 17 feet, 10 inches
Height Above Grade to Top of Sign: 38 feet
Total Square Foot Area: 311 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.

8101 West Higgins Road.
(8 Feet, 5 Inches By 1 Foot, 8 Inches)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Corporate Identification Solutions, 3521 North Elston Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at SpringHill Suites by Marriott, 8101 West Higgins Road:

Dimensions: length, 8 feet, 5 inches; height, 1 foot, 8 inches
Height Above Grade/Roof to Top of Sign: 124 feet
Total Square Foot Area: 14 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.

8101 West Higgins Road.
(8 Feet, 5 Inches By 1 Foot, 8 Inches)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Corporate Identification Solutions, 3521 North Elston Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at SpringHill Suites by Marriott, 8101 West Higgins Road:

Dimensions: length, 8 feet, 5 inches; height, 1 foot, 8 inches
Height Above Grade/Roof to Top of Sign: 124 feet
Total Square Foot Area: 14 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.

8101 West Higgins Road.
(8 Feet, 5 Inches By 1 Foot, 8 Inches)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Corporate Identification Solutions, 3521 North Elston Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at SpringHill Suites by Marriott, 8101 West Higgins Road:

Dimensions: length, 8 feet, 5 inches; height, 1 foot, 8 inches
Height Above Grade/Roof to Top of Sign: 124 feet
Total Square Foot Area: 14 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.

8101 West Higgins Road.
(12 Feet By 2 Feet, 4 Inches)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Corporate Identification Solutions, 3521 North Elston Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at SpringHill Suites by Marriott, 8101 West Higgins Road:

Dimensions: length, 12 feet; height, 2 feet, 4 inches
Height Above Grade/Roof to Top of Sign: 124 feet
Total Square Foot Area: 34 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.

8101 West Higgins Road.
(12 Feet By 2 Feet, 9 Inches)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Corporate Identification Solutions, 3521 North Elston Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at SpringHill Suites by Marriott, 8101 West Higgins Road:

Dimensions: length, 12 feet; height, 2 feet, 9 inches
Height Above Grade/Roof to Top of Sign: 124 feet
Total Square Foot Area: 34 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.

8101 West Higgins Road.
(12 Feet By 2 Feet, 9 Inches)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Corporate Identification Solutions, 3521 North Elston Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at SpringHill Suites by Marriott, 8101 West Higgins Road:

Dimensions: length, 12 feet; height, 2 feet, 9 inches
Height Above Grade/Roof to Top of Sign: 124 feet
Total Square Foot Area: 34 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.

8101 West Higgins Road.
(22 Feet, 3 Inches By 3 Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Corporate Identification Solutions, 3521 North Elston Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at SpringHill Suites by Marriott, 8101 West Higgins Road:

Dimensions: length, 22 feet, 3 inches; height, 3 feet
Height Above Grade/Roof to Top of Sign: 124 feet
Total Square Foot Area: 68 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.

8101 South Higgins Road.
(22 Feet, 3 Inches By 3 Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Corporate Identification Solutions, 3521 North Elston Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at SpringHill Suites by Marriott, 8101 West Higgins Road:

Dimensions: length, 22 feet, 3 inches; height, 3 feet
Height Above Grade/Roof to Top of Sign: 124 feet
Total Square Foot Area: 68 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.

8101 West Higgins Road.
(22 Feet, 3 Inches By 3 Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Corporate Identification Solutions, 3521 North Elston Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at SpringHill Suites by Marriott, 8101 West Higgins Road:

Dimensions: length, 22 feet, 3 inches; height, 3 feet
Height Above Grade/Roof to Top of Sign: 124 feet
Total Square Foot Area: 68 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.

8303 West Higgins Road.

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 signs over 24 feet in height and/or over 100 square feet (in area of one face) at LaSalle Bank, 8303 West Higgins Road:

(North Building Elevation):

Dimensions: length, 66 feet, 6 inches; height, 4 feet
Height Above Grade to Top of Sign: 70 feet
Total Square Foot Area: 266 square feet.

(South Building Elevation):

Dimensions: length, 66 feet, 6 inches; height, 4 feet
Height Above Grade to Top of Sign: 70 feet
Total Square Foot Area: 266 square feet.

(East Building Elevation):

Dimensions: length, 66 feet, 6 inches; height, 4 feet
Height Above Grade to Top of Sign: 70 feet
Total Square Foot Area: 266 square feet.

(West Building Elevation):

Dimensions: length, 83 feet, 6 inches; height, 4 feet
Height Above Grade to Top of Sign: 70 feet
Total Square Foot Area: 334 square feet.

Such sign(s) 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.

4754 South Kedzie Avenue.

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 a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Access Medical Group, 4754 South Kedzie Avenue (Kedzie Plaza):

Dimensions: length, 13 feet, 9 inches; height, 15 feet
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 413 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.

3500 North Kimball Avenue.
(40 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Signs, Inc., 4044 West McDonough Street, Joliet, Illinois 60431, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Home Depot, 3500 North Kimball Avenue:

Dimensions: length, 20 feet; height, 2 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 40 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3500 North Kimball Avenue.
(417 Square Feet/Front Elevation Of Building)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Signs, Inc., 4044 West McDonough Street, Joliet, Illinois 60431, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Home Depot, 3500 North Kimball Avenue:

Dimensions: length, 69 feet, 6 inches; height, 6 feet
Height Above Grade/Roof to Top of Sign: 38 feet
Total Square Foot Area: 417 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.

3500 North Kimball Avenue.
(417 Square Feet/Rear Elevation Of Building)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Signs, Inc., 4044 West McDonough Street, Joliet, Illinois 60431, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3500 North Kimball Avenue:

Dimensions: length, 69 feet, 6 inches; height, 6 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 417 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.

2348 -- 2356 West Roosevelt Road.

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 a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at White Castle, 2348 -- 2356 West Roosevelt Road (pylon sign):

Dimensions: length, 8 feet; height, 8 feet, 1 inch
Height Above Grade/Roof to Top of Sign: 35 feet
Total Square Foot Area: 130 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.

2250 West 45th Street.
(South Elevation -- Building Number 2)

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, Inc., 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100

square feet (in area of one face) at Wheatland Tube Company, 2250 West 45th Street (South Elevation -- Building Number 2):

Dimensions: length, 91 feet, 8 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 367 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.

2250 West 45th Street.
(East Elevation -- Building Number 2)

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, Inc., 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Wheatland Tube Company, 2250 West 45th Street (East Elevation -- Building Number 2):

Dimensions: length, 91 feet, 8 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 367 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.

2250 West 47th Street.
(East Elevation -- Building Number 3)

Ordered, That the Commissioner of Inspectional Services is hereby directed to

issue a sign permit to M-K Signs, Inc., 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Wheatland Tube Company, 2250 West 47th Street (East Elevation -- Building Number 3):

Dimensions: length, 91 feet, 8 inches; height, 4 feet

Height Above Grade/Roof to Top of Sign: 20 feet

Total Square Foot Area: 367 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.

2250 West 47th Street
(South Elevation -- Building Number 3)

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, Inc., 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Wheatland Tube Company, 2250 West 47th Street (South Elevation -- Building Number 3):

Dimensions: length, 91 feet, 8 inches; height, 4 feet

Height Above Grade/Roof to Top of Sign: 20 feet

Total Square Foot Area: 367 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

**COMMITTEE ON ECONOMIC, CAPITAL AND
TECHNOLOGY DEVELOPMENT.**

**APPROVAL FOR RENEWAL OF CLASS 6(b) TAX
INCENTIVE BENEFITS FOR PROPERTY AT
4114 SOUTH PEORIA STREET.**

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, having had under consideration a proposed resolution introduced by Alderman Balcer (11th Ward) authorizing the renewal of Class 6(b) tax incentives for the property located at 4114 South Peoria Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body Adopt said resolution which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of all Committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial purposes; and

WHEREAS, The City of Chicago (the "City"), consistent with the Ordinance, wishes to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Royal Envelope Corporation, an Illinois corporation (the "Applicant"), is the owner of certain real estate located generally at 4114 South Peoria Street, Chicago, Illinois 60609 as further described on Exhibit A hereto (the "Subject Property") and has substantially rehabilitated an approximately fifty thousand (50,000) square foot industrial facility thereon; and

WHEREAS, On August 2, 1995 the City Council of the City enacted a resolution supporting and consenting to the Class 6(b) classification of the Subject Property by the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Assessor granted the Class 6(b) tax incentive in connection with the Subject Property in 1996; and

WHEREAS, The Subject Property continues to qualify as Class 6(b) real estate as defined in the Ordinance; and

WHEREAS, The Applicant intends to file an application for renewal of the Class 6(b) classification with the Assessor pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) renewal application with the Assessor, an applicant must obtain from the municipality in which such real estate is located a resolution expressly stating that the municipality has determined that the industrial use of the property is necessary and beneficial to the local economy and that the municipality supports and consents to the renewal of the Class 6(b) classification; now, therefore,

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

SECTION 1. That the City determines that the industrial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 2. That the City supports and consents to the renewal of the Class 6(b) classification with respect to the Subject Property.

SECTION 3. That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602 and a certified copy of this resolution shall be included with the Class 6(b) renewal application filed with the Assessor by the Applicant, as applicant, in accordance with the Ordinance.

SECTION 4. That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

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

Exhibit "A".

Legal Description.

Part of Lots 2 to 4 taken as a tract described as follows:

the west 210 feet of the east 1,065.35 feet of the south 327 feet of the north 1,523.14 feet of the northeast quarter of Section 5 in Stock Yards Subdivision of the east half of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Commonly Known As:

4114 South Peoria Street
Chicago, Illinois 60609.

Permanent Real Estate Index Number:

20-05-200-053-0000.

APPROVAL FOR RENEWAL OF CLASS 6(b) TAX
INCENTIVE BENEFITS FOR PROPERTY AT
818 -- 824 NORTH PULASKI ROAD.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, having had under consideration a proposed resolution introduced by Alderman Mitts (37th Ward) authorizing the renewal of Class 6(b) tax incentives for the property located at 818 -- 824 North Pulaski Road pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body Adopt said resolution which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of all Committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial purposes; and

WHEREAS, The City of Chicago (the "City"), consistent with the Ordinance, wishes to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, United Spring & Manufacturing Company, an Illinois corporation (the "Applicant") is the owner of certain real estate located generally at 818 -- 824 North Pulaski Road, Chicago, Illinois 60651 as further described on Exhibit A hereto (the "Subject Property") and has substantially rehabilitated and/or constructed an approximately two hundred thousand (200,000) square foot industrial facility thereon; and

WHEREAS, On July 13, 1995, the City Council of the City enacted a resolution supporting and consenting to the Class 6(b) classification of the Subject Property by the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Assessor granted the Class 6(b) tax incentive in connection with the Subject Property in 1996; and

WHEREAS, The Subject Property continues to qualify as Class 6(b) real estate as defined in the Ordinance; and

WHEREAS, The Applicant intends to file an application for renewal of the Class 6(b) classification with the Assessor pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) renewal application with the Assessor, an applicant must obtain from the municipality in which such real estate is located a resolution expressly stating that the municipality has determined that the industrial use of the property is necessary and beneficial to the local economy and that the municipality supports and consents to the renewal of the Class 6(b) classification; now, therefore,

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

SECTION 1. That the City determines that the industrial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 2. That the City supports and consents to the renewal of the Class 6(b) classification with respect to the Subject Property.

SECTION 3. That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602 and a certified copy of this resolution shall be included with the Class 6(b) renewal application filed with the Assessor by the Applicant, as applicant, in accordance with the Ordinance.

SECTION 4. That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

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

Exhibit "A".

*United Spring & Manufacturing Company,
818 -- 824 North Pulaski Road, Chicago.*

Legal Description.

Lots 13 -- 17 and Lot 18 in Martin's Subdivision of Blocks 1 and 2 in the resubdivision of Blocks 5 and 6 in Foster's Subdivision of the east half of the

southeast quarter of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Identification Numbers:

16-03-431-027;

16-03-431-028;

16-03-431-029;

16-03-431-030; and

16-03-431-031.

APPROVAL FOR RENEWAL OF CLASS 6(b) TAX
INCENTIVE BENEFITS FOR PROPERTY AT
3935 WEST SHAKESPEARE AVENUE.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, having had under consideration a proposed resolution introduced by Alderman Reboyras (30th Ward) authorizing the renewal of Class 6(b) tax incentives for the property located at 3935 West Shakespeare Avenue pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of all Committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial purposes; and

WHEREAS, The City of Chicago (the "City"), consistent with the ordinance, wishes to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Vogel/Hill Corporation, an Illinois corporation doing business as DeCardy Diecasting (the "Applicant"), is the owner of certain real estate located generally at 3935 West Shakespeare Avenue, Chicago, Illinois 60647 as further described on Exhibit A hereto (the "Subject Property") and has constructed an approximately seven thousand five hundred (7,500) square foot manufacturing and

warehousing space as an addition to its existing approximately seven thousand (7,000) square foot manufacturing facility thereon; and

WHEREAS, On August 2, 1995 the City Council of the City enacted a resolution supporting and consenting to the Class 6(b) classification of the Subject Property by the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Assessor granted the Class 6(b) tax incentive in connection with the Subject Property in 1995; and

WHEREAS, The Subject Property continues to qualify as Class 6(b) real estate as defined in the Ordinance; and

WHEREAS, The Applicant intends to file an application for renewal of the Class 6(b) classification with the Assessor pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) renewal application with the Assessor, an applicant must obtain from the municipality in which such real estate is located a resolution expressly stating that the municipality has determined that the industrial use of the property is necessary and beneficial to the local economy and that the municipality supports and consents to the renewal of the Class 6(b) classification; now, therefore,

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

SECTION 1. That the City determines that the industrial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 2. That the City supports and consents to the renewal of the Class 6(b) classification with respect to the Subject Property.

SECTION 3. That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602 and a certified copy of this resolution shall be included with the Class 6(b) renewal application filed with the Assessor by the Applicant, as applicant, in accordance with the Ordinance.

SECTION 4. That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

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

*Exhibit "A".**Legal Description.*

Permanent Real Estate Index Numbers:

13-35-116-020;

13-35-116-021; and

13-35-116-032.

That part of Block 1 in Castello's Subdivision of the northwest quarter of the southwest quarter of the northwest quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows:

commencing at the intersection of the north line of Dickens Avenue with the westerly line of the right-of-way of the Chicago, Milwaukee and St. Paul Railway; thence running west along the north line of Dickens Avenue, 73.2 feet; thence north at right angles with Dickens Avenue, 125.5 feet to an alley; thence east on the line parallel with the north line of Dickens Avenue, 26.9 feet; thence southeasterly along the westerly line of the right-of-way of said railway to the place of beginning, all in Cook County, Illinois. Also, Lot 15 in Block 1 in Castello's Subdivision of the northwest quarter of the southwest quarter of the northwest quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

COMMITTEE ON HEALTH.

AMENDMENT OF TITLE 7, CHAPTER 12 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW SECTION 387
REGARDING POSSESSION OF PIGEONS
IN RESIDENTIAL DISTRICTS.

The Committee on Health submitted the following report:

CHICAGO, August 15, 2003.

To the President and Members of the City Council:

The Committee on Health met on Tuesday, August 12, 2003, in Room 201-A of City Hall at 9:30 A.M. to hear an ordinance introduced by Alderman Tom Allen calling for the prohibition of pigeon-keeping.

The ordinance was passed by the Committee.

Sincerely,

(Signed) ED H. SMITH,
Chairman.

Alderman Allen moved to *Substitute* a proposed ordinance for the ordinance transmitted with the foregoing committee report. The motion to substitute *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman E. Smith, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cardenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 7-12 of the Municipal Code of Chicago is hereby amended by adding a new Section 7-12-387, as follows:

Section 7-12-387 Restrictions On Pigeons.

(a) For purposes of this section only the following definition applies:

"Pigeon" means any live bird of the Family Columbidae.

(b) It shall be unlawful for any person to import, sell, transport, carry, own, keep or otherwise possess any live pigeon within any area designated as a residence district under the Chicago Zoning Ordinance.

(c) It shall be unlawful for any person to construct or maintain any coop or cote that is, or may be used for the storage, maintenance or sheltering of any live pigeon within any area designated as a residence district under the Chicago Zoning Ordinance.

(d) The provisions of subsections (b) and (c) of this section shall not apply to any person who imports, transports, carries, owns, keeps or otherwise possesses any pigeon for zoological, educational, medical or scientific purposes if the person has obtained all applicable licenses or permits and provided notification to the executive director.

(e) Violation of any portion of this section shall constitute a public nuisance. In addition to any fine or penalty, an amount equal to three times the cost or expense incurred by the city in abating a nuisance may be recovered in an appropriate action instituted by the corporation counsel. Nothing in this section shall be construed to prevent the City of Chicago from acting without notice to abate a nuisance in an emergency where the nuisance poses an immediate threat to public health or safety, nor shall this section be construed to deny any common law right to anyone to abate a nuisance.

(f) Any person who violates any provision of this section shall be fined not less than \$100.00 nor more than \$1,000.00 or may be incarcerated for a period not to exceed six (6) months, or both. Each day that a violation continues shall constitute a separate and distinct offense.

SECTION 2. This ordinance shall take effect January 1, 2004.

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, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on August 27, 2003 to consider three permit fee waivers for property at 1443 North Astor Street (Old Town Triangle District) (43rd Ward), 1748 North North Park Avenue (Old Town Triangle District) (43rd Ward) and 1128 East 44th Street (North Kenwood District) (4th 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

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):

1443 North Astor Street.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the city for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, 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: 1443 North Astor Street

District/Building: Astor Street District

for work described as:

exterior and interior rehabilitation to convert a ten (10) unit house back to a single- family residence, build a conservatory and erect a wrought iron fence

by:

Owner: Enrique Hernandez

Owner's Address: 1443 North Astor Street

City, State, Zip: Chicago, Illinois 60610

The fee waiver authorized by this order shall be effective from August 1, 2003 through July 31, 2004.

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.

1748 North North Park Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the city for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, 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: 1748 North North Park Avenue

District/Building: Old Town Triangle District

for work described as:

repair of roof damage and repointing of grouting between bricks on east side of building

by:

Owner: Enrique Hernandez
Owner's Address: 1443 North Astor Street
City, State, Zip: Chicago, Illinois 60610

The fee waiver authorized by this order shall be effective from June 1, 2003 through May 31, 2004.

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.

1128 East 44th Street.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the city for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, 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: 1128 East 44th Street
District/Building: North Kenwood District

for work described as:

interior and exterior renovation of corner unit of 1888 brick rowhouse

by:

Owner:	Katie Diebold
Owner's Address:	2316 East 70 th Place
City, State, Zip:	Chicago, Illinois 60653

The fee waiver authorized by this order shall be effective from June 1, 2003 through May 31, 2004.

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.

ACCEPTANCE OF RECOMMENDATION BY COMMISSION ON
CHICAGO LANDMARKS FOR APPROVAL OF PERMIT
APPLICATION FOR DEMOLITION OF BUILDING
AT 853 WEST ARMITAGE AVENUE.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on August 27, 2003 to consider the approval of a permit application for the demolition of the one-story building located at 853 West Armitage Avenue, a non-contributing building in the Armitage/Halsted District in the 43rd Ward, and 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 all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

Said order, as passed, reads as follows:

It Is Hereby Ordered by the City Council of the City of Chicago: In accordance with Section 2-120-825 of the Municipal Code of Chicago, that the recommendation of the Commission on Chicago Landmarks (the "Commission") for the approval of a permit application for the demolition of the one (1) story building located at 853 West Armitage Avenue, a non-contributing building in the Armitage/Halsted District, be accepted. The Commission's decision approving the permit application is attached hereto as Exhibit A. This order shall be in full force and effect upon its passage.

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

Exhibit "A".

*Recommendation To The City Council To Approve A Permit
Application For Demolition Of A Non-Contributing
Building In A Chicago Landmark District.*

Pursuant to Section 2-120-770 of the Municipal Code governing review of permits for the demolition of forty percent (40%) or more of any building or structure either designated as a "Chicago Landmark" or located in any district designated as a "Chicago Landmark", the Commission on Chicago Landmarks (the "Commission") has reviewed an application for the demolition of a one (1) story residential building located at 853 West Armitage Avenue (the "Property") within the Armitage/Halsted District, a Chicago Landmark (the "Landmark District"); and

Whereas, The significant historical or architectural features identified in the ordinance designating the Landmark District are all exterior features of buildings and structures within the district and visible from public rights-of-way;

The Commission on Chicago Landmarks Hereby:

1. finds, in accordance with the criteria for review of demolitions in landmark districts established in Article IV of the Commission's Rules and Regulations, that the Property is non-contributing to the character of the Armitage/Halsted District, and its demolition will not have a negative effect on the character of the Landmark District;
2. therefore finds, in accordance with Section 2-120-770 of the Municipal Code, that the demolition of the Property will not adversely affect any significant historical or architectural features of the Landmark District, and that the demolition is in accordance with the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings;
3. approves permit application Number 20315707 for demolition of the Property; and
4. recommends, in accordance with Section 2-120-825, that the Chicago City Council and its Committee on Historical Landmark Preservation accept the Commission's approval of the permit application for the demolition of the Property.

The above recommendation was passed unanimously.

COMMITTEE ON HOUSING AND REAL ESTATE.

APPROVAL FOR SALE OF CITY-OWNED PROPERTIES
AT 218 NORTH FRANCISCO AVENUE AND
4091 SOUTH WELLS STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 27, 2003.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two ordinances by the Department of Planning and Development authorizing the sale of city-owned properties, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

218 North Francisco Avenue.

WHEREAS, The City of Chicago is the owner of the vacant parcel of property located at 218 North Francisco Avenue, Chicago, Illinois 60612, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Myra L. Quiles ("Grantee") 220 North Francisco Avenue, Chicago, Illinois 60612, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon for use by the tenants of the neighboring property; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Property to the Grantee in the amount of Twenty Thousand and no/100 Dollars (\$20,000.00).

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 constructed on the Property within twelve (12) months of the date of this deed. In the event that this condition is not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago. This right of reverter and re-entry in favor of the City of Chicago shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.

For good cause shown, the foregoing condition 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 upon its passage and approval.

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

Exhibit "A".

Legal Description.

The north 24 feet, 8 inches of the south 49 feet, 8 inches of the north 75 feet of Lots 65, 66, 67 and 68 in Block 12 in David Lee and Other's Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

218 North Francisco Avenue
Chicago, Illinois 60612.

Permanent Index Number:

16-12-314-041.

4091 South Wells Street.

WHEREAS, The City of Chicago is the owner of the vacant parcel of property located at 4091 South Wells Street, Chicago, Illinois 60609, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, A & A Midwest Rebuilders Suppliers, Inc., an Illinois corporation (Grantee), 4050 South Wentworth Avenue, Chicago, Illinois 60609, has offered to purchase the Property from the City for use as a storage yard; 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 Eleven Thousand and no/100 Dollars (\$11,000.00).

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 storage yard is built on the Property within twelve (12) months of the date of this deed. In the event that this condition is not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago. This right of reverter and re-entry shall terminate 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 upon its passage and approval.

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

Exhibit "A".

Legal Description.

Lot 10 in Block 6 in Hubbard, Crocker and Stone's Subdivision of 10 acres north and adjoining the south $\frac{3}{4}$ east and adjoining the west $22\frac{1}{2}$ acres of the north $\frac{3}{4}$ of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4091 South Wells Street
Chicago, Illinois 60609.

Property Tax Number:

20-04-212-075 (partial).

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT
5204 SOUTH CALUMET AVENUE TO LE-NA
ASSOCIATES UNDER PRESERVING
COMMUNITIES TOGETHER
PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 27, 2003.

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 property transfer at 5204 South Calumet Avenue to Le-Na Associates, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

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 a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There are a substantial number of abandoned, deteriorated and dangerous buildings in the City which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings; and

WHEREAS, The City has created the Preserving Communities Together Program ("P.C.T.") to help abate the danger posed by the substantial number of abandoned, deteriorated and dangerous buildings within the City through the acquisition and subsequent conveyance of the buildings to parties who have proposed to rehabilitate them; and

WHEREAS, The property commonly known as 5204 South Calumet Avenue, Chicago, Illinois, and identified by Permanent Index Number 20-10-305-052 ("Property") is in need of substantial repair and is qualified to be included in the P.C.T. Program; and

WHEREAS, Le-Na Enterprises, Inc., an Illinois partnership ("Developer") has submitted an application to the City to rehabilitate the building situated on the Property; and

WHEREAS, The Department of Housing has reviewed the Developer's application and has recommended that the City Council approve the conveyance of the Property to the Developer for the purpose of rehabilitating the building located thereon in accordance with the provisions of the P.C.T. Program; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Developer in the amount of 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 Developer 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 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party, subject to the approval of the Corporation Counsel.

SECTION 4. It is hereby declared to be the intention of the City that upon the issuance of the deed vesting the City in title to the Property all prior liens, encumbrances and other interests of the City shall merge into the deed for the Property.

SECTIONS 5. This ordinance shall take effect upon its passage and approval.

APPROVAL FOR SALE OF CITY-OWNED PROPERTIES AT 8501
SOUTH GREEN STREET AND 8500 -- 8508 SOUTH SUMMIT
AVENUE TO AND AUTHORIZATION FOR EXECUTION
OF REDEVELOPMENT AGREEMENT WITH
DUDLEY BEAUTY COLLEGE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 27, 2003.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned

property to Dudley Beauty College, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission (the "Commission") to, among other things, designate redevelopment areas, approve redevelopment plans, and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council; and

WHEREAS, The City has heretofore approved the Halsted/Vincennes Redevelopment Plan for the Halsted/Vincennes Redevelopment Area; and

WHEREAS, Dudley Beauty College, a North Carolina corporation (the "Developer") has offered to pay the City Fifty Thousand and no/100 Dollars (\$50,000.00) for the property commonly known as 8501 South Green Street (Permanent Index Number 20-32-423-001) and 8500 -- 8508 South Summit Avenue (Permanent Index Numbers 20-32-423-029 and -030) and designated as Parcel C-1 in the Halsted/Vincennes Redevelopment Area ("Parcel"), and has proposed to redevelop the structure located at 8501 South Green Street into a commercial facility to house a beauty college and to improve the remainder of the Parcel for parking; and

WHEREAS, By Resolution Number 03-CDC-34, adopted on June 10, 2003, the Commission authorized the Department of Planning and Development (the "Department") to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Parcel, approved the Department's request to advertise for alternative proposals, and approved the sale of the Parcel 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 13, 2003 and June 20, 2003; 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 Parcel to the Developer in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto. The Department is authorized to execute such redevelopment agreement and all other documents as may be necessary to implement the sale and redevelopment of the Parcel, subject to the approval of the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Parcel to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the redevelopment agreement.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval.

Redevelopment Agreement referred to in this ordinance reads as follows:

*Agreement For The Sale And
Redevelopment of Land.*

This agreement is made on or as of the ____ day of _____, 2003, by and between the City of Chicago, an Illinois municipal corporation ("City"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and Dudley Beauty College, a North Carolina corporation ("Developer"), located at 1080 Old Greensboro Road, Kernersville, North Carolina 27284.

Recitals.

WHEREAS, The Developer desires to purchase from the City the real property commonly known as 8501 South Green Street and 8500 -- 8508 South Summit Avenue, Chicago, Illinois 60620, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The Property is located in a redevelopment area known as the Halsted/Vincennes Redevelopment Area ("Redevelopment Area") and is commonly referred to as Parcel C-1; and

WHEREAS, The Developer intends to redevelop the structure located at 8501 South Green Street into a commercial facility to house a beauty college and to improve the remainder of the Property for parking as more fully described on Exhibit B attached hereto, which improvements are consistent with the Halsted/Vincennes Redevelopment Plan ("Redevelopment Plan") for the Redevelopment Area;

Now, Therefore, In consideration of the promises and the mutual obligations of the parties hereto, each of them hereby covenant and agree with the other as follows:

Section 1.

Incorporation Of Recitals.

The recitals set forth above constitute an integral part of this agreement and are

incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

Section 2.

Purchase Price.

Subject to the terms, covenants and conditions of this agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City for Fifty Thousand and no/100 Dollars (\$50,000.00) ("Purchase Price") to be paid by cashier's or certified check.

Section 3.

Earnest Money And Performance Deposit.

A. Earnest Money. The City acknowledges that the Developer has deposited with the City the amount of Two Thousand Five Hundred and no/ 100 Dollars (\$2,500.00) which will be credited against the Purchase Price at the closing ("Earnest Money").

B. Performance Deposit. The City acknowledges that the Developer has deposited with the City the amount of Two Thousand Five Hundred and no/100 (\$2,500.00) as security for the performance of its obligations of this agreement ("Performance Deposit"), which will be retained by the City until a Certificate of Completion (as described in Section 9) has been issued by the City.

C. Interest. There will be no interest paid to the Developer on the Earnest Money or Performance Deposit.

Section 4.

Conveyance Of Property.

A. Form Of Deed. The City shall convey the Property to the Purchaser by quitclaim deed ("Deed"), subject only to the terms of this agreement and the following:

1. The Redevelopment Plan for the Redevelopment Area.
2. The standard exceptions in an ALTA insurance policy.
3. Taxes which are not yet due and owing.
4. Easements, encroachments, covenants and restrictions of record and not shown of record.
5. Such defects which cannot reasonably be cured but will not affect the use or marketability of the Property.

B. Title Commitment And Insurance. The City shall provide the Purchaser with a title commitment issued by Chicago Title Insurance Company showing the City in title to the Property. The Purchaser shall be responsible for any title insurance or endorsements it deems necessary.

C. Survey. The Purchaser shall be responsible for any survey it deems necessary.

D. The Closing. The closing ("Closing") shall take place at the downtown offices of Chicago Title Insurance Company, 171 North Clark Street, Chicago, Illinois 60601 on _____, 2003, or on such date and at such place as the parties mutually agree to in writing, but in no event prior to the issuance of a building permit with regard to the construction of the improvements on the Property.

E. Building Permits. The Developer agrees to apply for all necessary building permits and approvals within a reasonable time after the execution of this agreement by the parties. Notwithstanding Section 4.D. above, the parties agree that the City, in its sole discretion, may delay the Closing until such time as all necessary permits and approvals have been issued.

F. Real Estate Taxes. The City agrees to obtain the waiver of any delinquent real estate tax liens on the Property. If the City is unable to obtain the waiver of any such tax liens, either party may terminate this agreement. Upon such termination, the City shall return the Earnest Money and Performance Deposit to the Developer. The Developer shall be responsible for all taxes accruing after the Closing. Until a Certificate of Completion (as described in Section 9) is issued by the City, the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

G. Recordation Of Deed. The Developer, at its expense, shall promptly record the deed at the Office of the Cook County Recorder of Deeds.

H. Escrow. In the event the Purchaser requires conveyance through escrow, the Developer shall pay all escrow fees.

Section 5.

Project Budget; Proof Of Financing.

Not less than thirty (30) days prior to the Closing, the Developer shall submit to the City's Department of Planning and Development ("D.P.D.") for approval a project budget ("Budget") and evidence of funds adequate to finance the purchase of the Property and the construction of the improvements. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction, the City may declare this agreement null and void.

Section 6.

Site Plans And Architectural Drawings.

A. Site Plans. The Developer agrees to rehabilitate the structure and construct the parking lot on the Property in accordance with the site plans and architectural drawings prepared by _____ and dated _____, which have been approved by the City's Department of Planning and Development ("D.P.D.") and which are incorporated herein by reference ("Drawings"). No material deviation from the Drawings shall be made without the prior written approval of D.P.D.

B. Relocation Of Utilities, Curb Cuts And Driveways. The Developer shall be solely responsible for and shall pay all costs in regard to: (a) the relocation, installation or construction of public or private utilities; curb cuts and driveways; (b) the repair or reconstruction of any curbs, sidewalks or parkways deteriorated or damaged as a result of the Developer's redevelopment; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. Any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project must be approved by the City.

C. Inspection By The City. During the construction of the Project, the Developer agrees to permit the City or its designated inspector or architect to enter onto the Property for the purpose of determining whether the work is being performed in accordance with the terms of this agreement; provided, however, that the City or its inspector or architect does not unreasonably interfere with the Developer's activities on the Property and the City holds Developer harmless from any injury suffered by any employee or agent of the City or accident arising out of such entry upon the Property for such purposes, excluding accidents arising out of Developer's negligence or willful acts.

D. Barricades And Signs. The Developer agrees to erect such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed.

Section 7.

Limited Applicability.

D.P.D.'s approval of the Drawings are for the purposes of this agreement only and do not constitute the approval required by the City's Building Department or any other City department; nor does the approval by D.P.D. pursuant to this agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Property. The approval given by D.P.D. shall be only for the benefit of the Developer and any lienholder authorized by this agreement.

Section 8.

Commencement And Completion Of Improvements.

The construction of the improvements shall be commenced within three (3) months of the conveyance of the Property to the Developer, and except as otherwise provided in this agreement, shall be completed (as evidenced by the issuance of the Certificate of Completion by the City) within six (6) months after such conveyance. The Developer shall promptly notify the City when construction has begun.

Section 9.

Certificate Of Completion.

Upon the completion of the improvements in accordance with this agreement, the

City shall provide the Developer with a "Certificate of Completion". The Certificate of Completion shall be a conclusive determination of satisfaction and termination of the covenants in this agreement and the deed with respect to the obligations of the Developer to construct the Improvements. The Certificate of Completion shall be in recordable form. Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Improvements in conformity with the redevelopment plan or this agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. Upon issuance of the Certificate of Completion, the City shall return the Performance Deposit to the Developer.

Section 10.

Restrictions On Use.

The Developer agrees that it:

A. Shall devote the Property to a use which complies with the Redevelopment Plan until November 17, 2039.

B. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the sale, lease, rental, use or occupancy of the Property or any improvements located or to be erected thereon.

Section 11.

Prohibition Against Transfer Of Property.

Prior to the issuance of the Certificate of Completion by the City with regard to completion of the improvements, the Developer may not, without the prior written consent of the City: (a) sell or convey the Property or any part thereof or any interest therein; or (b) create any assignment with respect to this Agreement or the Property that would take effect prior to the issuance of the Certificate of Completion

by the City in accordance with Section 9; or (c) contract or agree to: (1) sell or convey the Property or any part thereof or interest therein, or (2) create any assignment with respect to this agreement or the Property that would take effect prior to the issuance of the Certificate of Completion by the City. Further, if the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer to anyone other than to another principal party of the Developer prior to the issuance of the Certificate of Completion, without the prior written consent of the City. The provisions of this section shall not limit the Developer's rights under Section 12 of this agreement.

Section 12.

Limitation Upon Encumbrance Of Property.

Prior to the completion of the Project and the issuance of the Certificate of Completion by the City, the Developer shall not engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the purposes of obtaining: (a) funds necessary to acquire the Property; (b) funds necessary to construct the Improvements; or (c) funds necessary for architects, surveyors, appraisers, environmental consultants or attorneys in connection with the Project.

Section 13.

Mortgagees Not Obligated To Construct.

Notwithstanding any other provision of this agreement or of the deed, the holder of any mortgage on the Property authorized by Section 12 of this agreement shall not be obligated to construct or complete the Improvements; provided, however, that the foregoing provision shall not apply to any Developer, other than the holder of the mortgage, of the Property at a foreclosure sale. Nothing in this agreement shall be deemed or construed to permit or authorize any such holder of a mortgage to devote the Property to any use, or to construct any improvements thereon, other than those uses or improvements permitted in the redevelopment plan.

*Section 14.**Covenants Running With The Land.*

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 shall be covenants running with the land, binding the Developer and its successors and assigns to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8, 11 and 12 shall be terminated upon the issuance of the Certificate of Completion.

*Section 15.**Performance And Breach.*

A. Time Of The Essence. Time is of the essence in the parties' performance of their obligations under this agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations with respect to the commencement or completion of construction of the improvements in the event of a delay in the performance of such obligations due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including but not limited to, delays or halts in construction of the improvements which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests it in writing of the City within twenty (20) days after the beginning of any such delay.

C. Breach.

1. Generally. Except as otherwise provided in this agreement, in the event of a default by either party in the performance of its obligations under this agreement, the defaulting party, upon written notice from the other, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the defaulting party has commenced action to cure the default and is diligently proceeding to cure the default within the sixty day period, then the sixty (60) day period shall be extended for the length of

time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party may terminate this agreement and institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

2. Event Of Default. For purposes of this Agreement, the occurrence of any one (1) or more of the following shall constitute an "event of default":
 - a. the Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations required under this agreement; or
 - b. the Developer makes or furnishes a warranty, representation, statement or certification to the City which is not true and correct in any material respect; or
 - c. a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or
 - d. the Developer abandons or substantially suspends the construction work, and such abandonment or suspension is not cured, ended, or remedied within sixty (60) days of the date the Developer receives written demand by the City to cure such default; or
 - e. the Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this agreement to attach to the Property; or
 - f. the Developer makes an assignment, pledge, encumbrance, transfer or other disposition in violation of this agreement; or
 - g. the Developer's financial condition or operations adversely changes to such an extent that would materially affect the Developer's ability to complete the Improvements; or
 - h. the Developer fails to comply with the terms of any other written agreement entered into with the City or any loan issued by the City.

3. Prior To Conveyance. If prior to the conveyance of the Property, the Developer defaults in any specific manner described in this Section 15.C., the City may terminate this agreement, institute any action or proceeding at law or in equity against the Developer, and retain the Earnest Money and Performance Deposit.
4. After Conveyance. If subsequent to the conveyance of the Property to the Developer but prior to the issuance of the Certificate of Completion, the Developer defaults in any specific manner described in this Section 15.C., the City, by written notice to the Developer, may utilize any and all remedies available to the City at law or in equity, including but not limited to, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City; provided, however, that the revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this agreement.
5. Resale Of The Property. Upon the revesting in the City of title to the Property as provided in Section 15.C.4., the City shall employ its best efforts to convey the Property (subject to the mortgage liens described in this section) to a qualified and financially responsible party (as solely determined by the City) who shall assume the obligation of completing the construction of the improvements or such other improvements as shall be satisfactory to the City.
6. Disposition Of Resale Proceeds. If the City sells the Property, the proceeds from the sale shall be utilized to reimburse the City for:
 - a. costs and expenses incurred by the City, including but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and
 - b. all taxes, assessments, and water and sewer charges assessed against the Property; and
 - c. any payments made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

- d. any expenditures made or obligations incurred with respect to construction or maintenance of the improvements; and
- e. any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any proceeds up to the amount of the Developer's investment in the Property not utilized in meeting the expenses of the City described herein.

In addition to, and without in any way limiting the City's rights under this Section 15, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

D. Waiver And Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

E. Access To The Property. After the Closing, any duly authorized representative of the City shall have access to the Property at all reasonable times for the purpose of confirming the Developer's compliance with this agreement.

Section 16.

Conflict Of Interest; City's Representatives Not Individually Liable.

The Developer warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, official or employee participate in any decision relating to this agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this agreement.

*Section 17.**Indemnification.*

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (i) the failure of the Developer to perform its obligations under this agreement; (ii) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (iii) the failure of the Developer to redress any misrepresentations or omissions in this agreement or any other agreement relating hereto; and (iv) any actions resulting from any activity undertaken by the Developer on the Property prior to or after the conveyance of said Property to the Developer by the City. This indemnification shall survive any termination of this agreement.

*Section 18.**Environmental Matters.*

The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is".

It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. Prior to the Closing, the Developer shall have the right to request a right of entry for the purpose of conducting environmental tests on the Property. If such a request is made, the City shall grant the Developer a right of entry for such purpose. The granting of the right of entry, however, shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: a) commercial general liability insurance with a combined single limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; b) automobile liability insurance with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury and property damage; and c) worker's compensation and

occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens.

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property. If prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this agreement null and void. In such event, the City shall return the Earnest Money and Performance Deposit to the Developer. The Developer agrees that a request to terminate this agreement shall not be made until all reports concerning the condition of the Property have been reviewed by the City.

If after the Closing, the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized, it shall be the sole responsibility and obligation of the Developer to take such action as is necessary to put the Property in a condition entirely suitable for the intended use of the Property. The Developer agrees to release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing.

Section 19.

Developer's Employment Obligations.

A. Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors or any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property:

1. Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.
2. To the greatest extent feasible, the Developer and each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City; and to provide that contracts for work in connection with the construction of the Improvements be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the City.

3. The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, but not limited to, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
4. The Developer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
5. The Developer and each Employer shall include the foregoing provisions of subparagraphs 1 through 4 in every contract entered into in connection with the construction of the Improvements, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.
6. Failure to comply with the employment obligations described in this Section 19.A. shall be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate the Employers to agree that during the construction of the improvements they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the construction of the improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and the Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Improvements. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Department in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first (1st) time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the Employers shall provide full access to their employment records to the Purchasing Agent, the Department, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion.

At the direction of the Department, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

In the event that the City has determined that the Developer or an Employer failed to ensure the fulfillment of the requirements of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance which has not been remedied in accordance with the breach and cure provisions contained in Section 15.C. herein, it is agreed that one-twentieth of one percent (.05%) of the aggregate hard construction costs set forth in the Developer's budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employee to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this agreement.

The Developer shall cause or require the provisions of this Section 19.B. to be included in all construction contracts and subcontracts related to the construction of the Improvements.

C. The Developer's M.B.E./W.B.E. Commitment. The Developer agrees, and shall contractually obligate the Employers to agree, that during the construction of the improvements:

1. Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq. of the Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 19.C., during the course of construction of the Improvements, at least the following percentages of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):
 - a. At least twenty-five percent (25%) by M.B.E.s.
 - b. At least five percent (5%) by W.B.E.s.
2. For purposes of this Section 19.C. only, the Developer (and any party to whom a contract is let by the Developer pursuant to this agreement) shall be deemed a "Contractor" and this agreement (and any contract let pursuant thereto) shall be deemed a "Contract" as such terms are defined in Section 2-92-420 of the Municipal Code of Chicago. In addition, the term "minority-owned business" or M.B.E. shall mean a business enterprise identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise; and the term "women-owned business" or W.B.E. shall mean a business enterprise identified in the Directory of Certified Women Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

3. Consistent with Section 2-92-440 of the Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved by the Developer utilizing a M.B.E. or a W.B.E. as a contractor, by subcontracting or causing a contractor to subcontract a portion of the work to one (1) or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the construction of the improvements from one (1) or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C.
4. The Developer shall deliver quarterly reports to the Department describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include inter alia the name and business address of each M.B.E. and W.B.E. solicited by the Developer or a contractor to work on the Improvements, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the construction, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the Department in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Department shall have access to the Developer's books and records, including, without limitation, payroll records and tax returns, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation.
5. The City shall have the right to terminate this agreement upon the disqualification of a contractor as a M.B.E. or W.B.E., if the contractor's status as a M.B.E. or W.B.E. was a factor in the approval of the Developer, and such status was misrepresented by the contractor or the Developer. In addition, the City shall have the right to terminate this agreement upon the disqualification of any M.B.E. or W.B.E. subcontractor or supplier of goods or services if the subcontractor's status as a M.B.E. or W.B.E. was a factor in the approval of the Developer, and such status was misrepresented by the contractor or the Developer. In the event that the Developer is determined not to have been involved in any misrepresentation of the status of the disqualified contractor, subcontractor or supplier, the Developer shall be obligated to discharge or cause to be discharged the disqualified contractor or subcontractor or to terminate any contract or business with the disqualified supplier, and, if possible, identify a qualified M.B.E. or W.B.E. as a replacement. Failure by the Developer to diligently pursue such course of action will result in the City's option to unilaterally terminate this agreement. For purposes of this subparagraph 5, the disqualification procedures are further described in Section 2-92-540 of the Municipal Code of Chicago.

6. Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C. shall be undertaken in accordance with Section 2-92-450 of the Municipal Code of Chicago.

D. Pre-Construction Meeting; Monitoring Requirements. Prior to the commencement of construction of the Improvements, the Developer shall meet with the monitoring staff of the Department with regard to the Developer's compliance with its employment obligations, the sufficiency of which must be approved by the Department as a pre-condition to the Department's approval to allow the Developer to commence with the construction of Improvements. During the construction of the Improvements, the Developer shall submit documentation (as required in Sections 19.A. and 19.C.) to the monitoring staff of the Department. The failure to submit such documentation on a timely basis, or if the Department determines, upon analysis of the documentation, that the Developer is not complying with its employment obligations described in this Section 19, shall upon the delivery of written notice to, be deemed a default. In such event, in addition to any remedies described in this Section 19, the City may: (1) issue a written demand to the Developer to halt construction of improvements; (2) withhold certain pertinent sums from payment to the Developer or the general contractor, if applicable; or (3) seek any other remedies against the Developer available at law or in equity.

Section 20.

Provisions Not Merged With Deed.

The provisions of this agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this agreement.

Section 21.

Headings.

The headings of the various sections of this agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

*Section 22.**Entire Agreement.*

This agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

*Section 23.**Severability.*

If any provision of this agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this agreement shall be construed as if such invalid part were never included and this agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

*Section 24.**Notices.*

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If To The City:

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

with a copy to:

City of Chicago
Department of Law
30 North LaSalle Street
Suite 1610
Chicago, Illinois 60602
Attention: Real Estate Division

If To The Developer:

Eunice M. Dudley
Dudley Beauty College
1080 Old Greensboro Road
Kernersville, North Carolina 27284

with a copy to:

Betty R. Clawson
1756 West 95th Street
Chicago, Illinois 60643

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

Section 25.

Organization And Authority.

The Developer represents and warrants that it is duly organized and validly existing under the laws of the State of Illinois, with full power and authority to

acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

Section 26.

Successors And Assigns.

Except as otherwise provided in this agreement, the terms and conditions of this agreement shall apply to and bind the successors and assigns of the parties.

Section 27.

Termination.

In the event that the Closing has not occurred within twelve (12) months from the date of this agreement through no fault of either party, either party may terminate this agreement upon written notice to the other. Upon such termination, the City shall return the Earnest Money to the Developer. However, if the Closing has not occurred within twelve (12) months due to the fault of the Developer and through no fault of the City, then the City may retain the Earnest Money as liquidated damages.

Section 28.

Recordation Of Agreement.

Either party may record this agreement at the Office of the Cook County Recorder of Deeds. The party so choosing to record this agreement shall pay the recording fees.

In Witness Whereof, The parties have caused this agreement to be executed on or as of the date first above written.

City of Chicago,
an Illinois municipal corporation

By: _____
Alicia Mazur Berg,
Commissioner of Planning
and Development

Dudley Beauty College

By: _____

Printed
Name: _____

Title: _____

State of Illinois)
)SS.
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alicia Mazur Berg, personally known to me to be the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, she signed and delivered the instrument pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

Given under my notarial seal this ____ day of _____, 2003.

Notary Public

State of Illinois)
)SS.
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, 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 _____, he signed and delivered the instrument pursuant to authority given by the _____ as his free and voluntary act and as the free and voluntary act and deed of the _____, for the uses and purposes therein set forth.

Given under my notarial seal this ____ day of _____, 2003.

Notary Public

[Exhibit "B" referred to in this Redevelopment
Agreement with Dudley Beauty College
unavailable at time of printing.]

Exhibit "A" referred to in this Redevelopment Agreement with Dudley Beauty College reads as follows:

Exhibit "A".
(To Redevelopment Agreement With
Dudley Beauty College)

Legal Description Of Property.

Commonly known as:

8501 South Green Street and
8500 -- 8508 South Summit Avenue
Chicago, Illinois 60620

Property Index Numbers:

20-32-423-001;

20-32-423-029; and

20-32-423-030.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 4650 SOUTH
DR. MARTIN LUTHER KING, JR. DRIVE TO AND AUTHORIZATION
FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH
EAST LAKE MANAGEMENT/SECOND CITY L.L.C.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 27, 2003.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property to East Lake Management and Development/Second City 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

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, Pursuant to an ordinance adopted by the City Council of the City on November 9, 1998, the Bronzeville Tax Increment Financing District Area ("Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, East Lake Management/Second City L.L.C. an Illinois limited liability company ("Developer"), has offered to pay the City Seven Hundred Thousand and no/100 Dollars (\$700,000.00) for the property commonly known as 4650 South Martin Luther King, Jr. Drive (Permanent Index Number 20-03-323-020) and designated as Parcel 11-17 in the Area ("Property"), and has proposed to rehabilitate the twenty-four thousand forty-nine (24,049) square foot existing structure located on the Property for mixed-use as performance, retail, office and restaurant space; and

WHEREAS, By Resolution Number 03-CDC-23 adopted on May 13, 2003, the Commission authorized the Department of Planning and Development ("Department") to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request to advertise for alternative proposals and approved the sale of the Property to the Developer if no alternative proposals are received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on May 26, 2003 and June 24, 2003; 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 Seven Hundred Thousand and no/100 Dollars (\$700,000.00) is hereby approved upon the express condition that a redevelopment agreement be entered into between the City and the Developer. The Commissioner of the Department is authorized to enter into a redevelopment agreement with the Developer, substantially in the form attached hereto, 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 conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party, subject to any covenants, conditions and restrictions set forth in the redevelopment agreement.

SECTION 4. This ordinance shall take effect upon its passage and approval.

Redevelopment Agreement referred to in this ordinance reads as follows:

*Agreement For The Sale And
Redevelopment Of Land.*

This agreement is made on or as of the ____ day of _____, 2003, by and between the City of Chicago, an Illinois municipal corporation ("City"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and East Lake Management/Second City L.L.C., an Illinois limited liability company ("Developer"), located at 2850 South Michigan Avenue, Chicago, Illinois 60616.

Recitals.

Whereas, The Developer desires to purchase from the City the real property commonly known as 4650 South Dr. Martin Luther King, Jr. Drive, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"); and

Whereas, The Property is located in a redevelopment area known as the 47th and King Drive Tax Increment Finance Area ("Area") and is commonly referred to as Parcel 11-17; and

Whereas, The Developer intends to rehabilitate the twenty-four thousand forty-nine (24,049) square foot existing structure located on the Property for mixed-use as performance, retail, office and restaurant space as more fully described on Exhibit B attached hereto (hereinafter referred to as either the "Improvements" or the "Project"), which Improvements are consistent with the 47th and King Drive Tax Increment Finance Area Plan ("Plan");

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.

Incorporation Of Recitals.

The recitals set forth above constitute an integral part of this agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

Section 2.

Purchase Price.

Subject to the terms, covenants and conditions of this agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City for Seven Hundred Thousand and no/100 Dollars (\$700,000.00) ("Purchase Price") to be paid by cashier's or certified check.

Section 3.

Earnest Money And Performance Deposit.

A. Earnest Money. Upon the execution of this agreement by the Developer, the Developer shall deposit with the City the amount of Thirty-Five Thousand and no/100 Dollars (\$35,000.00) which will be credited against the Purchase Price at the Closing ("Earnest Money").

B. Performance Deposit. Upon the execution of this agreement by the Developer, the Developer shall deposit with the City the amount of Thirty-Five Thousand and no/100 Dollars (\$35,000.00), as security for the performance of its obligations of this agreement ("Performance Deposit") which will be retained by the City until a Certificate of Completion (as described in Section 9) has been issued by the City.

C. Interest. There will be no interest paid to the Developer on the Earnest Money or Performance Deposit.

Section 4.

Conveyance Of Property.

A. Form Of Deed. The City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject only to the terms of this agreement and the following:

1. The Plan for the Area.
2. The standard exceptions in an ALTA title insurance policy.
3. Taxes which are not yet due and owing.
4. Easements, encroachments, covenants and restrictions of record and not shown of record.
5. Such defects which cannot reasonably be cured but will not affect the use or marketability of the Property.

B. Title Commitment And Insurance. The City agrees to provide the Developer with a current title commitment issued by Chicago Title Insurance Company showing the City in title to the Property. The Developer shall pay the cost of, and shall be responsible for, obtaining any title insurance, extended coverage or endorsements it deems necessary.

C. Survey. The Developer will be responsible for any survey it deems necessary.

D. The Closing. The closing ("Closing") shall take place at the downtown offices of Chicago Title Insurance Company, 171 North Clark Street, Chicago, Illinois 60601 on _____, or on such date and at such place as the parties mutually agree to in writing.

E. Building Permits. The Developer agrees to apply for all necessary building permits and approvals within a reasonable time after the execution of this agreement by the parties. Notwithstanding Section 4.D. above, the parties agree that the City, in its sole discretion, may delay the Closing until such time as all necessary permits and approvals have been issued.

F. Real Estate Taxes. The City agrees to obtain the waiver of any delinquent real estate tax liens on the Property. If the City is unable to obtain the waiver of any such tax liens, either party may terminate this agreement. Upon such termination, the City shall return the Earnest Money and Performance Deposit to the Developer. The Developer shall be responsible for all taxes accruing after the date of issuance of the Deed. Until a Certificate of Completion (as described in Section 9) is issued by the City, the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

G. Recordation Of Deed. The Developer, at its expense, shall promptly record the Deed at the Office of the Cook County Recorder of Deeds.

H. Escrow. In the event the Developer requires conveyance through escrow, the Developer shall pay all escrow fees.

Section 5.

Project Budget; Proof Of Financing.

Not less than thirty (30) days prior to the Closing, the Developer shall submit to the City's Department of Planning and Development ("D.P.D.") for approval a project budget ("Budget") and evidence of funds adequate to finance the purchase of the Property and the construction of the Improvements. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction, the City may declare this agreement null and void.

Section 6.

Site Plans And Architectural Drawings.

A. Site Plans. The Developer agrees to construct the Improvements on the Property in accordance with the Landscape Guidelines contained in the City's Landscape Ordinance and the Site Plans and Architectural Drawings prepared by Piekarz Associates, P.C. dated July 8, 2003, which have been approved by D.P.D. and which are incorporated herein by reference ("Drawings"). No material deviation from the Drawings may be made without the prior written approval of D.P.D.

B. Relocation Of Utilities, Curb Cuts And Driveways. The Developer shall be solely responsible for and shall pay all costs in regard to: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, sidewalks or parkways deteriorated or damaged as a result of the Developer's redevelopment; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. Any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project must be approved by the City.

C. Inspection By The City. During the construction of the Project, the Developer agrees to permit the City or its designated inspector or architect to enter onto the Property for the purpose of determining whether the work is being performed in accordance with the terms of this agreement; provided, however, that the City or its inspector or architect does not unreasonably interfere with the Developer's activities on the Property and the City holds Developer harmless from any injury suffered by any employee or agent of the City or accident arising out of such entry upon the Property for such purposes, excluding accidents arising out of Developer's negligence or wilful acts.

D. Barricades And Signs. The Developer agrees to erect such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed.

Section 7.

Limited Applicability.

D.P.D.'s approval of the Drawings are for the purposes of this agreement only and do not constitute the approval required by the City's Building Department or any other City department; nor does the approval by D.P.D. pursuant to this agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Property. The approval given by

D.P.D. shall be only for the benefit of the Developer and any lienholder authorized by this agreement.

Section 8.

Commencement And Completion Of Improvements.

The construction of the Improvements shall be commenced within thirty (30) days of the conveyance of the Property to the Developer, and except as otherwise provided in this agreement, shall be completed (as evidenced by the issuance of the Certificate of Completion by the City) within eighteen (18) months after such conveyance. The Developer shall promptly notify the City when construction has begun.

Section 9.

Certificate Of Completion.

Upon the completion of the Improvements in accordance with this agreement, the Developer shall request from the City a "Certificate of Completion" which shall constitute a conclusive determination of satisfaction and termination of the covenants in this agreement and the Deed with respect to the obligations of the Developer to construct the Improvements. Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Improvements in conformity with this agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form. Upon issuance of the Certificate of Completion, the City shall return the Performance Deposit to the Developer.

Section 10.

Restrictions On Use.

The Developer agrees that it:

A. Shall devote the Property to a use which complies with the Plan until _____.

B. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the sale, lease, rental, use or occupancy of the Property or any improvements located or to be erected thereon.

Section 11.

Prohibition Against Transfer Of Property.

Prior to the issuance of the Certificate of Completion by the City with regard to completion of the Improvements, the Developer may not, without the prior written consent of the City: (a) sell or convey the Property or any part thereof or any interest therein; or (b) create any assignment with respect to this agreement or the Property that would take effect prior to the issuance of the Certificate of Completion by the City in accordance with Section 9; or (c) contract or agree to: (1) sell or convey the Property or any part thereof or interest therein, or (2) create any assignment with respect to this agreement or the Property that would take effect prior to the issuance of the Certificate of Completion by the City. Further, if the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer to anyone other than to another principal party of the Developer prior to the issuance of the Certificate of Completion, without the prior written consent of the City. The provisions of this section shall not limit the Developer's rights under Section 12 of this agreement.

Notwithstanding the foregoing, the City acknowledges that after the Closing the Property may be placed in a land trust ("Land Trust") of which the Developer is the sole beneficiary. All trust documents shall be given to the City for review and approval prior to said placement. In addition, the Developer shall execute an "Irrevocable Right to Approve Trust Documents" in favor of the City. This "Irrevocable Right" shall be executed by the City and the Trustee of the Land Trust and shall have a term expiring upon the issuance of the Certificate by the City. The

Developer shall also enter into a Collateral Assignment of Beneficial Interest Agreement with the City whereby the Developer, as sole beneficiary of the Land Trust, shall grant to the City all right, title and interest of the Developer in, under and to the Land Trust agreement ("Trust Agreement") and in, under and to the Property, as described in the Trust Agreement.

Section 12.

Limitation Upon Encumbrance Of Property.

Prior to the completion of the Project and the issuance of the Certificate of Completion by the City, the Developer shall not engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the purposes of obtaining: (a) funds necessary to acquire the Property and construct the Improvements thereon; or (b) funds necessary for architects, surveyors, appraisers, environmental consultants or attorneys in connection with the Project.

Section 13.

Mortgagees Not Obligated To Construct.

Notwithstanding any other provision of this agreement or of the Deed, the holder of any mortgage on the Property authorized by Section 12 of this agreement shall not be obligated to construct or complete the Improvements; provided, however, that the foregoing provision shall not apply to any purchaser other than the holder of the mortgage, of the Property at a foreclosure sale. Nothing in this agreement shall be deemed or construed to permit or authorize any such holder of a mortgage to devote the Property to any use, or to construct any improvements thereon, other than those uses or improvements permitted in the Plan.

Section 14.

Covenants Running With The Land.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 will be covenants running with the land,

binding on the Developer and its successors and assigns to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8, 11 and 12 shall be terminated upon the issuance of the Certificate of Completion.

Section 15.

Performance And Breach.

A. Time Of The Essence. Time is of the essence in the parties' performance of their obligations under this agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations with respect to the commencement or completion of construction of the Improvements in the event of a delay in the performance of such obligations due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including but not limited to, delays or halts in construction of the Improvements which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests it in writing of the City within twenty (20) days after the beginning of any such delay.

C. Breach.

1. Generally. Except as otherwise provided in this agreement, in the event of a default by either party in the performance of its obligations under this agreement, the defaulting party, upon written notice from the other, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the defaulting party has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party may terminate this agreement and institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

2. Event Of Default. For purposes of this agreement, the occurrence of any one (1) or more of the following shall constitute an "event of default":
 - a. the Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations required under this agreement; or
 - b. the Developer makes or furnishes a warranty, representation, statement or certification to the City which is not true and correct in any material respect; or
 - c. a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or
 - d. the Developer abandons or substantially suspends the construction work; or
 - e. the Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this agreement to attach to the Property; or
 - f. the Developer makes an assignment, pledge, encumbrance, transfer or other disposition in violation of this Agreement; or
 - g. the Developer's financial condition or operations adversely changes to such an extent that would materially affect the Developer's ability to complete the Improvements; or
 - h. the Developer fails to comply with the terms of any other written agreement entered into with the City or any loan issued by the City.
3. Prior To Conveyance. If prior to the conveyance of the Property, the Developer defaults in any specific manner described in this Section 15.C.2., and the default is not cured by the Developer pursuant to Section 15.C.1. above, the City may terminate this agreement, institute any action or proceeding at law or in equity against the Developer, and retain the Earnest Money and Performance Deposit.

4. After Conveyance. If subsequent to the conveyance of the Property to the Developer but prior to the issuance of the Certificate of Completion, the Developer defaults in any specific manner described in Section 15.C.2., and the default is not cured by the Developer pursuant to Section 15.C.1. above, the City, by written notice to the Developer, may utilize any and all remedies available to the City at law or in equity, including but not limited to, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City; provided, however, that the revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this agreement.
5. Resale Of The Property. Upon the revesting in the City of title to the property as provided in Section 15.C.4., the City shall employ its best efforts to convey the Property (subject to the mortgage liens described in this Section) to a qualified and financially responsible party (as solely determined by the City) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City.
6. Disposition Of Resale Proceeds. If the City sells the Property, the proceeds from the sale shall be utilized to reimburse the City for:
 - a. costs and expenses incurred by the City in connection with the Property, including but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and
 - b. all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and
 - c. any payments made (including reasonable attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
 - d. any expenditures made or obligations incurred with respect to construction or maintenance of the Improvements; and
 - e. any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any proceeds up to the amount of the Developer's investment in the Property not utilized in meeting the expenses of the City described herein.

In addition to, and without in any way limiting the City's rights under this Section 15, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

Notwithstanding anything contained in this Section 15 to the contrary, in no event will the City exercise any remedy or right hereunder (including any right of reverter) if doing so will jeopardize the tax-exempt status of any bonds issued in furtherance of the Project. However, in the exercise of any remedy or right hereunder by the City, the City is entitled to rely on an opinion of nationally recognized bond counsel that it is more likely than not that such proposed remedy or right will not jeopardize the tax-exempt status of any bonds. The City shall not be required to obtain such an opinion before enforcing any remedies or rights hereunder, but if it does obtain such opinion of counsel, then the Developer will not be entitled to use as a defense against the City that such exercise of a remedy or right hereunder by the City might adversely affect the tax-exempt status of any bonds.

D. Waiver And Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

Section 16.

Conflict Of Interest; City's Representatives Not Individually Liable.

The Developer warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this agreement, nor shall any such agent, official or employee participate in any decision relating to this agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this agreement.

*Section 17.**Indemnification.*

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (i) the failure of the Developer to perform its obligations under this Agreement; (ii) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (iii) the failure of the Developer to redress any misrepresentations or omissions in this agreement or any other agreement relating hereto; and (iv) any actions resulting from any activity undertaken by the Developer on the Property prior to or after the conveyance of said Property to the Developer by the City. This indemnification shall survive any termination of this agreement.

*Section 18.**Environmental Matters.*

The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is".

It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. Prior to the Closing, the Developer shall have the right to request a right of entry for the purpose of conducting environmental tests on the Property. If such a request is made, the City shall grant the Developer a right of entry for such purpose. The granting of the right of entry, however, shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: a) commercial general liability insurance with a combined single limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; b) automobile liability insurance with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury and property damage; and c) worker's compensation and

occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens.

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property. If prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this agreement null and void by giving written notice thereof to the City. In such event, the City shall return the Earnest Money and Performance Deposit to the Developer. The Developer agrees that a request to terminate this agreement shall not be made until all reports concerning the condition of the Property have been reviewed by the City.

If after the Closing, the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized, it shall be the sole responsibility and obligation of the Developer to take such action as is necessary to put the Property in a condition which is suitable for the intended use of the Property. The Developer agrees to release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing.

*Section 19.**Developer's Employment Obligations.*

A. **Employment Opportunity.** The Developer agrees, and shall contractually obligate its various contractors, subcontractors or any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property:

1. Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.
2. To the greatest extent feasible, the Developer and each Employer are required to present opportunities for training and employment of low- and moderate-income residents of the City; and to provide that contracts for work in connection with the construction of the Improvements be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the City.

3. The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, but not limited to, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
4. The Developer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
5. The Developer and each Employer shall include the foregoing provisions of subparagraphs 1 through 4 in every contract entered into in connection with the construction of the Improvements, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.
6. Failure to comply with the employment obligations described in this Section 19.A. shall be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate the Employers to agree that during the construction of the Improvements they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the construction of the Improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and the Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Improvements. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Department in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the Employers shall provide full access to their employment records to the Purchasing Agent, the Department, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion.

At the direction of the Department, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

In the event that the City has determined that the Developer or an Employer failed to ensure the fulfillment of the requirements of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance which has not been remedied in accordance with the breach and cure provisions contained in Section 15.C. herein, it is agreed that one-twentieth of one percent (.05%) of the aggregate hard construction costs set forth in the Developer's budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employee to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this agreement.

The Developer shall cause or require the provisions of this Section 19.B. to be included in all construction contracts and subcontracts related to the construction of the Improvements.

C. The Developer's M.B.E./W.B.E. Commitment. The Developer agrees, and shall contractually obligate the Employers to agree, that during the construction of the Improvements:

1. Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., of the Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 19.C., during the course of construction of the Improvements, at least the following percentages of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):
 - a. At least twenty-five percent (25%) by M.B.E.s.
 - b. At least five percent (5%) by W.B.E.s.
2. For purposes of this Section 19.C. only, the Developer (and any party to whom a contract is let by the Developer pursuant to this agreement) shall be deemed a "Contractor" and this agreement (and any contract let pursuant thereto) shall be deemed a "Contract" as such terms are defined in Section 2-92-420 of the Municipal Code of Chicago. In addition, the term "minority-owned business" or M.B.E. shall mean a business enterprise identified in the *Directory of Certified Minority Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise; and the term "women-owned business" or W.B.E. shall mean a business enterprise identified in the *Directory of Certified Women Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

3. Consistent with Section 2-92-440 of the Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved by the Developer utilizing a M.B.E. or a W.B.E. as a contractor, by subcontracting or causing a contractor to subcontract a portion of the work to one (1) or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the construction of the Improvements from one (1) or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C.
4. The Developer shall deliver quarterly reports to the Department describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or a contractor to work on the Improvements, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the construction, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the Department in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Department shall have access to the Developer's books and records, including, without limitation, payroll records and tax returns, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation.
5. The City shall have the right to terminate this agreement upon the disqualification of a contractor as a M.B.E. or W.B.E., if the contractor's status as a M.B.E. or W.B.E. was a factor in the approval of the Developer, and such status was misrepresented by the contractor or the Developer. In addition, the City shall have the right to terminate this agreement upon the disqualification of any M.B.E. or W.B.E. subcontractor or supplier of goods or services if the subcontractor's status as a M.B.E. or W.B.E. was a factor in the approval of the Developer, and such status was misrepresented by the contractor or the Developer. In the event that the Developer is determined not to have been involved in any misrepresentation of the status of the disqualified contractor, subcontractor or supplier, the Developer shall be obligated to discharge or cause to be discharged the disqualified contractor or subcontractor or to terminate any contract or business with the disqualified supplier, and, if possible, identify a qualified M.B.E. or W.B.E. as a replacement. Failure by the Developer to diligently pursue such course of action will result in the City's option to unilaterally terminate this agreement. For purposes of this subparagraph 5, the disqualification procedures are further described in Section 2-92-540 of the Municipal Code of Chicago.

6. Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C. shall be undertaken in accordance with Section 2-92-450 of the Municipal Code of Chicago.

D. Pre-Construction Meeting; Monitoring Requirements. Prior to the commencement of construction of the Improvements, the Developer shall meet with the monitoring staff of D.P.D. with regard to the Developer's compliance with its employment obligations, the sufficiency of which must be approved by D.P.D. as a precondition to D.P.D.'s approval to allow the Developer to commence with the construction of Improvements. During the construction of the Improvements, the Developer shall submit documentation (as required in Sections 19.A. and 19.C.) to the monitoring staff of D.P.D.. The failure to submit such documentation on a timely basis, or if D.P.D. determines, upon analysis of the documentation, that the Developer is not complying with its employment obligations described in this Section 19, shall upon the delivery of written notice to, be deemed a default. In such event, in addition to any remedies described in this Section 19, the City may: (1) issue a written demand to the Developer to halt construction of Improvements; (2) withhold certain pertinent sums from payment to the Developer or the general contractor, if applicable; or (3) seek any other remedies against the Developer available at law or in equity.

Section 20.

Provisions Not Merged With Deed.

The provisions of this agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this agreement.

Section 21.

Headings.

The headings of the various sections of this agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions thereof.

*Section 22.**Entire Agreement.*

This agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

*Section 23.**Severability.*

If any provision of this agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this agreement shall be construed as if such invalid part were never included and this agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

*Section 24.**Notices.*

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy, provided that there is written confirmation of such communications; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If To The City:

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

with a copy to:

City of Chicago
Department of Law
30 North LaSalle Street
Suite 1610
Chicago, Illinois 60602
Attention: Real Estate Division

If To The Developer:

with a copy to:

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 P.M. on a business day. If such dispatch occurred after 5:00 P.M. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

Section 25.

Organization And Authority.

The Developer represents and warrants that it is duly organized and validly existing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this agreement on behalf of the Developer has the authority to do so.

Section 26.

Successors And Assigns.

Except as otherwise provided in this agreement, the terms and conditions of this agreement shall apply to and bind the successors and assigns of the parties.

Section 27.

Termination.

In the event that the Closing has not occurred within six (6) months from the date of this agreement through no fault of either party, either party may terminate this agreement upon written notice to the other. Upon such termination, the City shall return the Earnest Money and Performance Deposit to the Developer. However, if the Closing has not occurred within six (6) months due to the fault of the Developer and through no fault of the City, then the City may retain the Earnest Money and Performance Deposit as liquidated damages.

Section 28.

Recordation Of Agreement.

Either party may record this agreement at the Office of the Cook County Recorder of Deeds. The party so choosing to record this agreement shall pay the recording fees.

In Witness Whereof, The parties have caused this agreement to be executed on or as of the date first above written.

City of Chicago, an Illinois municipal
corporation

By: _____
Alicia Mazur Berg,
Commissioner of Planning
and Development

East Lake Management/Second City
L.L.C., an Illinois limited liability
company

By: _____

Title: _____

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 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 _____, he signed and delivered the instrument pursuant to authority given by the _____ as his free and voluntary act and as the free and voluntary act and deed of the _____, for the uses and purposes therein set forth.

Given under my notarial seal this ____ day of _____, 2003.

Notary Public

State of Illinois)
)SS.
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alicia Mazur Berg, personally known to me to be the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, she signed and delivered the instrument pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

Given under my notarial seal this ____ day of _____, 2003.

Notary Public

[Exhibit "B" referred to in this Redevelopment Agreement
with East Lake Management/Second City L.L.C.
unavailable at time of printing.]

Exhibit "A" referred to in this Redevelopment Agreement with East Lake Management/Second City L.L.C. reads as follows:

Exhibit "A".
(To Redevelopment Agreement With East Lake
Management/Second City L.L.C.)

Legal Description of Property.

Lot 5 in Logan's Subdivision of Lot 1 in Assessor's Division of the east half of the south half of the southeast quarter of the southwest quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4650 South Dr. Martin Luther King, Jr. Drive
Chicago, Illinois 60653.

Property Index Number:

20-03-323-020-0000.

APPROVAL OF CONVEYANCE OF CITY-OWNED PROPERTY
AT 4200 AND 4210 WEST ROOSEVELT ROAD
TO SAFEWAY KEELER, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 27, 2003.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was directly submitted an ordinance by the Department of Planning and Development authorizing the conveyance of city-owned property at 4200 and 4210 West Roosevelt Road to Safeway Keeler, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

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 holds title to the property identified by Property Index Numbers 16-15-426-028 and 16-15-426-029, and commonly known as 4200 and 4210 West Roosevelt Road ("Property"); and

WHEREAS, The Property is improved with a vacant, boarded and fire-damaged twenty-eight (28) unit residential and commercial structure ("Building"); and

WHEREAS, Safeway Keeler, Inc. ("Purchaser") wishes to acquire the Property from the City and rehabilitate the Building; and

WHEREAS, The City wishes to convey the Property to the Purchaser for One and no/100 Dollars (\$1.00); and

WHEREAS, The Purchaser will be required to acknowledge receipt from the City of copies of two (2) condition reports which indicate that the building has sustained significant structural damage in the fire-damaged areas, and that to maintain the building until permanent repairs can be made, temporary repairs must be made to prevent further deterioration and/or structural damage; and

WHEREAS, The Purchaser will be required to accept the Property by quitclaim deed on an "as is" basis without any representation or warranty regarding the condition of the Property or its suitability for any particular use; and

WHEREAS, The Purchaser will agree to release the City from any liability and indemnify the City regarding any claims arising out of the condition or sale of the Property; and

WHEREAS, By conveying the Property the City does not waive any of its rights to take appropriate steps to protect the public health, safety and welfare, including inspections, enforcement of the Building Code or the filing of appropriate court proceedings; and

WHEREAS, The City has erected scaffolding around the Building; and

WHEREAS, The Purchaser will agree to leave the scaffolding in place and to maintain and repair it to City standards at its cost; 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 and the terms under which any conveyance of the Property pursuant to this ordinance shall be made.

SECTION 2. Any ordinance to the contrary notwithstanding, the conveyance of the Property to the Purchaser for One and no/100 Dollars (\$1.00) is hereby approved. Such approval is expressly conditioned upon the Purchaser executing a contract substantially in the form attached hereto as Exhibit A and any other documents required by the Corporation Counsel in accordance with the terms of this ordinance.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the property to the Purchaser, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 4. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Agreement.

This agreement is made on or as of the ____ day of _____, _____, by and between the City of Chicago, an Illinois municipal corporation ("City") having its

principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and Safeway Keeler, Inc. ("Purchaser"), whose address is 4327 West Roosevelt Road, Chicago, Illinois.

Recitals.

Whereas, The City holds title to the property identified by Property Index Numbers 16-15-426-028 and 16-15-426-029, and commonly known as 4200 and 4210 West Roosevelt Road and legally described in (Sub)Exhibit A ("Property"); and

Whereas, The City has engaged the architectural/engineering firm, McCluer to provide a Building Survey Report of the Property dated June 13, 2003, revised July 24, 2003 and August 4, 2003 ("Report") which describes both temporary remedial safety measures and long term structural and architectural recommendations to be implemented for the immediate safety and long term continued use of the building;

Now, Therefore, In consideration of the foregoing and the mutual agreements and covenants of the parties, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

Section 1.

Incorporation Of Recitals.

The recitals set forth above constitute an integral part of this agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

Section 2.

Purchase Price.

Subject to the terms, covenants and conditions of this agreement, the City agrees to sell the Property to the Purchaser, and the Purchaser agrees to purchase the Property from the City for the sum of One and no/100 Dollars (\$1.00) ("Purchase Price").

Section 3.

Conveyance Of Property.

A. Condition Of Title. The Purchaser agrees to accept title to the Property subject only to those liens and encumbrances which were not extinguished by the tax deed proceeding whereby the City acquired title. The City agrees to abate those real estate taxes encumbering the Property up to and including the year the City acquired the Property, and to release all City liens, if any, on the Property.

B. Title Commitment And Insurance. The City shall provide the Purchaser with a title commitment for the Property evidencing the City's ownership. The Purchaser shall be responsible for any title insurance or endorsements it deems necessary.

C. Survey. The City will provide to the Purchaser any survey which it has in its files.

D. The Closing. The City shall convey the Property to the Purchaser by quitclaim deed. The closing shall take place at the office of a mutually agreed upon title company, or at such other place as the parties mutually agree to, not later than thirty (30) days after execution of this agreement. If the Purchaser refuses or fails to close the transaction within the aforesaid thirty (30) day period, the City may, at any time thereafter, terminate this agreement.

E. Recordation Of Deed. The Purchaser shall promptly record the deed at the Office of the Cook County Recorder of Deeds, and shall provide the City with a copy of the deed stamped with the Recorder's document number evidencing such recordation. The Purchaser shall pay the cost of recording the deed.

F. Registration Of Building. The Purchaser agrees to register the Property as a vacant building with the Department of Buildings as required by the City of Chicago Vacant Building Ordinance, Municipal Code of Chicago § 13-12-125 (2001), and agrees to provide proof of this registration to the City within five (5) days of the closing. The Purchaser further agrees to comply with all requirements of the City of Chicago Vacant Building Ordinance and the Watchman Ordinance, Municipal Code of Chicago § 13-12-140 (2001), until such time as there is no longer a vacant building on the subject property, as defined by the Municipal Code.

G. Escrow. In the event the Purchaser requires conveyance through escrow, the Purchaser shall pay all escrow fees associated therewith.

Section 4.

Scope Of Work; Time For Completion.

The Purchaser agrees to rehabilitate the building on the Property within eighteen (18) months after the closing in accordance with those certain plans and specifications approved by the City's Department of Planning and Development ("Department"). The Purchaser shall correct all Building Code violations on the Property, as more specifically outlined in the Report, attached as (Sub)Exhibit B.

If the Purchaser determines after the closing that the rehabilitation of the building is economically unfeasible and advises the City in writing that it is unable to perform the work required by this agreement, the City may record the Reconveyance Deed as outlined in Section 13 of this agreement.

Section 5.

Cleaning, Securing And Stabilizing The Property.

A. Cleaning And Securing The Property.

Within five (5) days after the closing, the Purchaser shall clear the Property of all debris and secure it against unauthorized entry.

B. Canopy.

The Purchaser may choose to retain the current safety canopy surrounding the property and assume payment for the cost thereof. If the Purchaser chooses to replace the current canopy, the purchaser shall obtain all necessary permits to do so and shall build the canopy within five (5) days of the City's removal of existing canopy.

C. Stabilizing The Property.

Within thirty (30) days of the closing, the Purchaser shall:

1. demolish remaining wood structural framing in the fire-damaged portions of the second (2nd) and third (3rd) floors;

2. demolish existing rear exit porches and provide cmu eight (8) foot high, screen wall;
3. provide plywood panels at rear porch door openings;
4. laterally brace north exterior masonry wall in fire-damaged second (2nd) and third (3rd) floors;
5. shore up the existing south exterior brick wall to avoid further damage due to wind and severe weather conditions; and
6. install eight (8) foot high cmu wall across courtyard and gangway openings.

Within sixty (60) days of the closing, the Purchaser shall:

1. provide temporary flood coat roof membrane at existing roofs;
2. provide temporary roof structure over fire-damaged tier roof.

It is the responsibility of the Purchaser to apply for and obtain any permits necessary to clean, secure and stabilize the Property prior to beginning any such work. The City will attempt to expedite the permitting process so that the Purchaser may timely procure such permits.

Within ten (10) days of compliance, the Purchaser shall provide the Department with photographs and an affidavit evidencing the Purchaser's compliance with all items specified in this section. It also shall be the Purchaser's responsibility and obligation to maintain the Property in a clean, secured and stable condition during the rehabilitation process and the adequacy of the Property's cleanliness, security and stability shall be solely determined by the City.

Section 6.

Building Permits; Construction Schedule.

Within one hundred twenty (120) days after the closing, the Purchaser shall obtain all necessary permits to rehabilitate the Property and shall provide the Department

of Planning and Development ("Department") with proof thereof, as well as a copy of the building registration certificate, if applicable. Within said one hundred twenty (120) day period, the Purchaser shall also submit proof of financing and a detailed construction schedule to the Department. In any event, rehabilitation shall commence no later than thirty (30) days after the final permit is issued.

Section 7.

Extensions.

Upon the written request of the Purchaser accompanied by an extension fee in the amount of One Hundred and no/ 100 Dollars (\$100.00), the Department may extend the deadline for providing proof of financing, applying for permits, or completing the rehabilitation. The Purchaser shall be entitled to only one (1) extension. If an extension is not granted, the City agrees to refund the extension fee.

Section 8.

Certificate Of Completion.

After completion of the rehabilitation, the Purchaser shall request in writing from the Department a certificate of completion ("Certificate of Completion") indicating that the rehabilitation has been completed. The Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of the covenants in the deed regarding securing the Property, financing the rehabilitation, applying for building permits and completing the rehabilitation. The Certificate of Completion shall be in recordable form. Upon the written request by the Purchaser for a Certificate of Completion, the Department shall, within forty-five (45) days after receipt of same, provide the Purchaser with either the Certificate of Completion or a written statement indicating how the Purchaser has failed to complete the rehabilitation, and what modifications will be necessary in order to obtain the Certificate of Completion.

Section 9.

Prohibition Against Transfer Of Property.

Prior to the issuance of the Certificate of Completion, the Purchaser shall not sell, convey, or assign the Property or any part thereof or interest therein without the prior written approval of the City, except that the Purchaser may mortgage the Property or make a collateral assignment of a beneficial interest for the purpose of financing the rehabilitation.

Section 10.

Restrictions On Use.

The Purchaser agrees for itself, its heirs, successors and assigns, and the deed shall expressly provide that:

- A. The Property shall be rehabilitated within eighteen (18) months after the closing.
- B. The Purchaser shall not discriminate upon the basis of race, color, religion, sex, sexual orientation, military discharge, ancestry, age, parental or marital status, disability, source of income or national origin in the development, rehabilitation, sale, lease, rental, use or occupancy of the Property.

Section 11.

Covenants Running With The Land.

The parties agree, and the deed shall so expressly provide, that the covenants provided in Sections 4, 5, 6, 9 and 10 shall be covenants running with the land binding the Purchaser and its successors and assigns to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City.

*Section 12.**Events Of Default.*

Notwithstanding anything in this agreement to the contrary, the occurrence of any one (1) or more of the following shall constitute an "Event of Default":

- A. If at any time, any written warranty, representation or statement made by the Purchaser is not true and correct in any material respect.
- B. Failure of the Purchaser to secure the Property and stabilize the walls within the time frame prescribed in Section 5 of this agreement.
- C. A material change in the Purchaser's ability to obtain financing or rehabilitate the Property.
- D. Failure of the Purchaser to obtain a building permit within the time frame prescribed in Section 6 of this agreement.
- E. Failure of the Purchaser to submit proof of financing or a detailed construction to the Department within the time frame prescribed in Section 6 of this agreement.
- F. Failure of the Purchaser to complete the rehabilitation of the building on the Property within the time frame prescribed in Section 4 of this agreement.
- G. Failure of the Purchaser to pay real estate taxes or assessments on the Property when due.
- H. A transfer of all or part of the Property, or all or part of the Purchaser's interest therein, prior to completion of the rehabilitation without the prior written consent of the City.
- I. Failure of the Purchaser to comply with any applicable law, statute, code, rule, executive order, decree, ordinance, regulation or requirement governing the rehabilitation of the building on the Property, including, but not limited to, those set forth in Section 18, below.
- J. Failure of the Purchaser to comply with the terms of any other agreement entered into with the City or any loan issued by the City or a delegate agency of the City.

*Section 13.**Reconveyance Deed; Remedies
In The Event Of Default.*

Prior to the conveyance of the Property to the Purchaser, the Purchaser shall deliver to the City a special warranty deed for the Property in recordable form naming the City as grantee ("Reconveyance Deed"). If an Event of Default exists and the Purchaser has not taken adequate steps as determined by the City to cure the default within fourteen (14) days of receipt of notice by the City that such default exists, the City may record the Reconveyance Deed and retain the performance deposit. If the Reconveyance Deed is recorded by the City, the Purchaser shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the Purchaser, and shall cause the release of all liens or encumbrances placed on the Property during the period of time the Property was owned by the Purchaser. Upon completion of the rehabilitation as evidenced by the issuance of a Certificate of Completion, the City shall return the Reconveyance Deed to the Purchaser.

In lieu of recording the Reconveyance Deed, the City may, in the event of default institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to proceedings to (1) compel specific performance by the Purchaser; or (2) terminate this agreement.

*Section 14.**Status Report.*

Until the Certificate of Completion is issued by the City, the Purchaser shall provide the Department with the following information at such times as the Department may reasonably request: a construction schedule; a list of lenders; a current financial statement or other evidence indicating that the Purchaser is still financially capable of completing the project; and a tax return. If the Purchaser is a corporation, the Purchaser shall also provide the Department with evidence of the Purchaser's good standing with the Secretary of State and a copy of the annual statement filed with the Secretary of State; and a current list of the Purchaser's officers and directors or managing body.

*Section 15.**Condition Of Property.*

The Purchaser acknowledges receipt from the City of copies of two (2) Building Survey reports which indicate that the Property has sustained significant structural damage. The City makes no covenant, representation or warranty as to the condition of the Property, environmental or otherwise, or as to the suitability of the Property for any purpose whatsoever, including but not limited to the presence of hazardous materials on, in, under or related to the Property. The Purchaser acknowledges that the Property is being conveyed "as is", and agrees to waive any and all objections to or complaints about physical characteristics and existing conditions, including but not limited to, the presence of hazardous materials on, in, under or related to the Property.

The Purchaser agrees to indemnify, defend and hold the City harmless and hereby discharges the City, its appointed and elected officials, employees, contractors, agents, assigns and any other persons acting on behalf of the City from any and all past, present and future claims and costs arising out of: (a) any condition which now exists or may hereafter be found to exist on, in, under or related to the Property, including but not limited to, public health and safety risks and environmental contamination of the Property resulting from Hazardous Materials; (b) any violation or claim of violation of any environmental laws; or (c) the presence, use, manufacture, process, refinement, recycling, generation, handling, treatment, storage, disposal, abatement, release or threatened release of any hazardous materials.

The Purchaser waives, releases, acquits and forever discharges the City, its appointed and elected officials, employees, contractors, agents, assigns and any other persons acting on behalf of the City from any and all claims and costs, which the Purchaser may have or which may be imposed upon, incurred by or asserted or awarded against the Purchaser in the future on account of, arising out of or in connection with the presence, release or threatened release of or exposure to any hazardous materials on, in, under or from the Property or any violation or claim of violation of any environmental laws.

Definitions.

"Claims" is defined as any and all claims, demands, actions, notices, liens, suits, causes of action, complaints, demands, enforcement actions, citations, notices of violation, legal or administrative proceedings, warnings or inquiries, including but not limited to, claims for loss or damage to any property or injury to or death of any

person asserted by or on behalf of any person, firm, corporation, governmental authority or other entity arising out of, resulting from or in any way connected with the condition, occupancy, use or possession of the Property or the conduct of any work done at the Property.

"Costs" means any and all costs, expenses, damages, judgments, liabilities, losses, taxes, debts, obligations, contributions, cost recovery compensation, penalties, sanctions, fines or fees (including attorney, expert and consultant fees, and disbursements and expenses incurred in investigating, defending or prosecuting any Claim).

"Environmental Laws" means any and all local, state and federal statutes, laws, rules, regulations, ordinances, licenses, judgments, orders and decrees relating to public health and safety and the environment, including but not limited to, environmental laws relating to hazardous materials now existing or hereafter enacted.

"Hazardous Materials" means any and all of the following: asbestos and asbestos containing materials; urea formaldehyde foam insulation; polychlorinated biphenyls (PCBs); oil or petroleum or any fraction thereof; waste oil; flammable or explosive materials; pesticides, insecticides or rodenticides; lead-based paint; radioactive materials; special waste; medical waste; any hazardous waste, substance or material, toxic substance or regulated material including but not limited to any waste, substance, or material defined or regulated by any and all Environmental Laws; and any and all other chemicals, pollutants, contaminants, mixtures or dangerous substances, materials or wastes.

Section 16.

Compliance With Laws.

The Purchaser shall comply with all applicable laws, statutes, codes, rules, executive orders, decrees, ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, State of Illinois, County of Cook, City of Chicago and any other governmental entity or agency now or hereafter having jurisdiction over the Property, including, but not limited to, the requirements of any and all Environmental Laws (as defined in Section 17, above), and the Municipal Code of Chicago (including, but not limited to, the Building, Zoning and Fire Codes, the Disclosure of Ownership Interest in Entities Ordinance, and the anti-bribery prohibition).

*Section 17.**No Relationship With Delinquent Owner.*

The Purchaser represents and warrants that neither it nor any of its employees or agents is acting on behalf of any prior owner or party who has or had an interest in, or is or was legally responsible for the payment of delinquent taxes on the Property. The Purchaser further represents and warrants that no benefit shall accrue by virtue of this agreement to any party, other than itself, who has or had an interest in the Property prior to the conveyance to the Purchaser.

*Section 18.**Collateral Attack.*

Defense of collateral attacks against the deed by which the City acquires title to the Property shall be the sole responsibility of the Purchaser.

*Section 19.**Indemnification.*

The Purchaser agrees, and shall cause its contractors, agents, employees and invitees to agree, to indemnify, hold harmless and defend the City and its agents from and against any and all claims, suits, costs (including reasonable attorney's fees) and damages for injury to persons or property arising out of or in connection with the above use or misuse of the Property, or the Purchaser's performance of, or failure to perform its obligations under this agreement.

*Section 20.**Police Power.*

The City reserves the right to take any and all steps pursuant to its police power to preserve and protect the Property and the public.

Section 21.

Headings.

The headings of the various sections of this agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

Section 22.

Governing Law.

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 23.

Entire Agreement.

This agreement constitutes the entire agreement between the parties hereto and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

Section 24.

Successors And Assigns.

The terms of this agreement shall be binding upon the City, the Purchaser and their respective heirs, legal representatives, successors and assigns.

*Section 25.**Severability.*

If any provision of this agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this agreement shall be construed as if such invalid part were never included and this agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

*Section 26.**Notices.*

Any notice, demand or request required or permitted to be given hereunder shall be given in writing to the Purchaser at the address set forth above, and to the City of Chicago, Department of Planning and Development, Office of the Commissioner, 121 North LaSalle Street, Room 1000 -- City Hall, Chicago, Illinois 60602, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested.

Any notice, demand or request given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

*Section 27.**Provisions Not Merged With Deed.*

The provisions of this agreement shall not be merged with the deed, and the deed shall not be deemed to affect or impair the provisions of this agreement.

In Witness Whereof, The parties have caused this agreement to be duly executed on or as of the date first written above.

City of Chicago, an Illinois municipal
corporation

By: _____
Alicia Mazur Berg,
Commissioner of Planning
and Development

Purchaser:

Safeway Keeler, Inc., an Illinois
corporation

By: _____

(Sub)Exhibits "A" and "B" referred to in this Agreement with Safeway Keeler, Inc. read as follows:

(Sub)Exhibit "A".
(To Agreement With Safeway Keeler, Inc.)

Legal Description.

Lots 6, 7, 8, 9, 10 and east 8 feet of Lot 11 in Block 7 in Webster Batcheller's Subdivision of part of the southeast quarter lying north of the north line of the Chicago and Great Western Railroad Company's right-of-way of the east half of that part of the west half of the southeast quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, lying south of Barry Point Road, in Cook County, Illinois.

Common Address:

4200 West Roosevelt Road; and

4210 West Roosevelt Road.

Property Index Numbers:

16-15-426-028; and

16-15-426-029.

(Sub)Exhibit "B".

(To Agreement With Safeway Keeler, Inc.)

Building Report.

August 4, 2003.

The existing building located at 4200 West Roosevelt Road at the northwest corner intersection with South Keeler Avenue is a three (3) story walk-up style apartment building with a basement configured in the shape of an "S". The footprint area of a typical floor is approximately ten thousand seven hundred forty-four (10,744) square feet on three (3) floors to achieve a total building area of thirty-two thousand two hundred thirty-two (32,232) square feet. Masonry exterior and interior bearing walls with wood structural floor and roof assemblies produce a City of Chicago Code Construction Type of 3B. Fire walls subdivide the footprint area of the building into fire compartments that comply with the zoning ordinance and the maximum building area of this construction type.

Along Roosevelt Road, one (1) of the three (3) story legs of the "S" contains retail shops at grade, sidewalk level with ten (10) dwelling units occurring on the upper two (2) floors. The floor to floor dimension of the retail space is taller than the typical floor to floor of the residential section of the building.

The remaining portion of the "S" configuration contains a three (3) story walk-up apartment building with the first (1st) of three (3) apartment floors elevated above the courtyard by a partial run of stairs. This section of the building contains eighteen (18) dwelling units within six (6) compartments separated by masonry bearing walls. Each one of the apartment tiers is accessed by an interior stair and an exterior exit porch stair shared by apartments on either side. Access to the roof

is gained through a roof scuttle with steel rod ladder rungs embedded in the masonry located on the top landing of the rear exit porch. The former boiler room of the building was located in the northwest corner of this basement floor.

Existing Conditions.

Apartment Interiors.

There was a fire in the courtyard building that destroyed the southeast apartment tier facing South Keeler Avenue. Both the second (2nd) and third (3rd) floor systems collapsed either during the fire or from deterioration from long term exposure to the elements. The existing wood joists were completely missing in this tier leaving only the empty masonry bearing pockets in the existing demising walls. The roof deck over this apartment tier was also missing allowing moisture to penetrate into the interior of the tier. This section of the building would need to be completely demolished and rebuilt.

The remaining apartment tiers have suffered from long term neglect and scavenger operations but remain basically sound. There is a tremendous amount of abandoned personal effects scattered through-out the existing apartments. Existing wood lath and plaster finish walls are deteriorated and missing at most of the plumbing walls but the majority of the structural components of the walls appear sound. There is expected water damage to some of the wood studs in some of the plumbing walls.

Considerable amount of moisture damage was noted to the original strip wood finish floor. Damaged, buckled sections of the floor need to be removed and in-filled with plywood. A new moisture resistant retrofit sub-floor would need to be applied over the entire finish floor of the apartments before a new floor finish is installed.

Apartment Utilities.

Existing plumbing fixtures have been removed and most kitchens have been stripped of any existing cabinets. The original radiator and boiler heating system and the central hot water system have been removed during a former alteration. Each dwelling unit had at one time a separate forced air furnace and water heater. Ceiling spaces were lowered in the central apartment corridor in addition to interior room soffits that distributed the warm air to diffusers located along the exterior wall.

Existing plumbing piping has been stripped from the walls. Any new alteration work would require completely new water supply and sanitary piping.

Interior Stairs.

All of the interior stairs have a skylight incorporated at the top landing. This provided natural light and smoke relief during a fire event. Most of the glazing in these skylights is missing or damaged to a point that moisture has been allowed to enter the building. Most of the stairs have suffered from long term water damage and are deteriorated to the point that they would need to be replaced.

Rear Exit Porches.

All of the existing wood rear exit porches accessed from the kitchen spaces are severely deteriorated and would need total replacement.

Commercial Interiors.

Retail interior spaces would need to have interior finishes completely removed including abandoned store fixtures and casework. New storefronts are required along the Roosevelt Road elevation and a portion of the elevation along Keeler Avenue. It is foreseen that updated electrical, plumbing and heating ventilating would also need to be installed in these spaces.

Exterior Masonry Walls.

These three (3) wythe brick masonry walls are composed of a buff exterior face brick and two (2) interior wythes of common brick along the street elevations and a common brick outer wythe along the alley and interior lot lines. The existing masonry joints at the outer wythe need to be one hundred percent (100%) tuck-pointed. Existing joints need to cut out to a minimum depth of three-quarter ($\frac{3}{4}$) inch and pointed with an appropriate mortar to match the original.

Steel lintels associated with the face brick elevations above the windows and doors appear to be in remarkably good condition. No signs of masonry distress was visible that would indicate corrosion problems with the steel angle. The window lintels at the common brick elevations are composed of a common brick masonry arch.

The exterior face brick courtyard wall at the fire damaged apartment tier has deteriorated because of a lack of lateral support normally supplied by the missing floor and roof systems. This wall has twisted and rotated from the remaining exterior wall plumb lines. Evidence of this differential movement is noticed at window framing and head support conditions that are rotated three (3) inches out of position. The wall is bowing out of alignment into the courtyard. This wall could be repaired and with the addition of lateral support of structural systems

could be functional again.

It was noted that the existing window sashes have been removed from the original wood frames. Plywood closures have been installed at one hundred percent (100%) of the existing masonry openings. Interior window trim interior conditions vary widely in the building. Existing wood trim at all windows, doors and base boards should be removed and reinstalled.

Roof Systems.

The roofs have suffered the most from deferred maintenance. Significant water damage is visible to both the roof decks and parapet walls.

All of existing roof membranes are required to be removed entirely from structural wood deck and masonry parapet walls. The existing wood decks need to be replaced with new plywood. A significant amount of wood roof joist replacement should also be included in any alteration work.

The existing roofs drain to each of the rear exit porches which incorporate a gutter and downspout. These are missing entirely which has led to the damage of the wood framing of the exit porches.

All vertical faces of the masonry parapets at the roof need to be re-pointed with mortar. A large allowance should be made for the replacement of the roof side wythe of common brick. There are areas where this wythe was either erroneously covered by a roofing membrane or has been parged with a mortar coating. Large sections of the parapet walls have missing clay tile copings would need to be replaced. The missing coping sections have contributed to the water damage of the exterior masonry walls.

Structural Implications.

1. Part of the roof, third (3rd) floor and second (2nd) floor framing were damaged and collapsed down to the first (1st) floor level due to fire and continuous exposure to severe weather condition.
2. The masonry wall in the exterior court yard shows signs of cave-in and bulging out in the upper portion due to absence of lateral supports from the missing roof and floor framing.
3. The rear exit wooden stairs and porch in the west and north side of the building were no longer safely accessible. Steps and handrails were missing.

4. The building in general has been subjected to severe weather condition without any utility (H.V.A.C., electrical, et cetera) thereby damaging the structural integrity of the roof and floor framing system.

Structural Recommendation.

1. The existing south exterior brick wall mentioned in item 2 above needs to be temporarily shored to avoid further structural damage due to wind and severe weather conditions. These exterior cmu walls can be re-used with major tuck-pointing works.

Architectural Recommendations.

Twenty-eight (28) Dwelling Units.

Exterior Walls.

1. Pointing of one hundred percent (100%) of the existing joints.
2. Rebuild or repair damaged exterior wall at fire damaged apartment tier, approximately one thousand two hundred fifty (1,250) square feet.
3. Two hundred fifty (250) lineal feet of lintel replacement.
4. Approximately one thousand (1,000) square feet of common brick exterior wythe replacement.
5. Replace one hundred fifty (150) windows with aluminum thermally broken insulated glass unit with extruded aluminum brick mold trim.

Roof.

1. Replace roof membrane, ten thousand (10,000) square feet.
2. Replace roof deck, ten thousand (10,000) square feet.
3. Replace roof joists at fire damage, eight hundred twenty-three (823) square feet, two thousand five hundred (2,500) lineal feet at other areas.
4. Rebuild inner wythe of parapet wall, twenty-four (24) inches high, one thousand two hundred (1,200) lineal feet.

5. Replace clay tile coping at common brick walls, three hundred seventy-five (375) lineal feet.
6. Repair, point (caulk) limestone coping joints at face brick exterior walls, four hundred (400) lineal feet.

Unit Interiors.

1. Remove all wood trim in interior; window door, baseboard.
2. Repair wood strip floor; remove buckled moisture-damaged existing floor. Provide plywood in-fill and new sub-floor, seven thousand (7,000) square feet.
3. Rebuild southeast apartment tier, three thousand (3,000) square feet of floor/roof system; complete reconstruction of dwelling unit.
4. Remove all wood lath and existing plaster finish. Apply new gypsum board finish over existing wood stud and wood ceiling/floor joist.

Provide an allowance to replace one thousand five hundred (1,500) lineal feet of wood stud wall.

Provide an allowance to replace seven hundred fifty (750) lineal feet of floor joist.
5. Provide new kitchens and bathroom fixtures; new ceramic tile walls; VCT floors; new kitchen cabinets.
6. Provide all new pre-hung hollow core wood interior doors and hardware, four (4) doors per unit. Provide bi-folding closet doors.
7. Provide pre-hung metal clad dwelling unit entry door, two (2) per unit, rear and stair entry with entry door hardware.
8. Insulate exterior walls with R-11 batt insulation with vapor barrier; install three and one-half (3½) inch wood studs at exterior wall. Insulate attic space with R30 blown-in insulation; provide polyethylene vapor barrier at wood ceiling joist.

Infrastructure.

1. Provide all new electric service and dwelling unit electrical power and lighting system, one hundred (100) amps per dwelling unit.
2. Provide new heating system, either central system with hot water baseboard units or individual dwelling unit forced air systems.
3. Provide new domestic water supply and sanitary system.
4. Provide security/door answering system.
5. Rebuild five (5) rear exit porch exit stairs.
6. Provide five (5) open wood balustrade stair systems; carpet. Remove all lath and plaster from walls and ceiling.
7. Landscape courtyard; provide new ornamental iron fence at sidewalk.
8. Provide five (5) new painted hollow metal building vestibule entries with integral apartment intercom system built into hollow metal frame.

Commercial Retail Spaces.

Five (5) tenant spaces convert to four (4) accessible dwelling units plus one (1) retail.

1. Remove storefronts; replace one (1) corner retail space with aluminum storefront and entry door with hardware, approximately twenty-five (25) lineal feet.
2. Point/replace damaged existing masonry bulkhead at sidewalk, approximately two hundred fifty (250) square feet.
3. Remove all existing store fixtures and as built conditions.
4. Convert four (4) former storefront retail units into accessible dwelling units.
5. Maintain corner retail unit as retail; remove all existing store fixtures and as built conditions.

Provide "white box" retail space with power, temporary light and temporary heat (to be supplied by tenant).

Building Shell Required Alterations.

Estimated Cost One Million Five Hundred Fifty Thousand and no/100 Dollars (\$1,550,000.00)/thirty-one (31) dwelling units at Fifty Thousand Dollars (\$50,000) each.

Scope Of Work For Shell Alterations.

1. Install new mechanical, electrical, plumbing systems.
2. Replace existing stairwells
 - a. Provide new dwelling unit front and rear exit doors.
 - b. Provide new building entry doors with apartment intercoms.
 - c. Provide new interior/exterior light fixture at stairs.
3. Replace rear exit porches.
 - a. Provide new concrete pier foundations.
4. Replace deteriorated roof structure; install new roofing membrane.
 - a. Tuck-point/repair masonry parapet walls and coping.
 - b. Replace roof membrane, ten thousand (10,000) square feet.
 - c. Replace roof deck, ten thousand (10,000) square feet.
 - d. Replace roof joists at fire damage, eight hundred twenty-three (823) square feet; two thousand five hundred (2,500) lineal feet at other areas.
 - e. Rebuild inner wythe of parapet wall, twenty-four (24) inches high, one thousand two hundred (1,200) lineal feet.
 - f. Replace clay tile coping at common brick walls, three hundred seventy-five (375) lineal feet.
 - g. Repair, point (caulk) limestone coping joints at face brick exterior walls, four hundred (400) lineal feet.

5. Provide Masonry Repairs.
 - a. Tuck-point exterior walls.
 - b. Replace damaged common brick exterior wythe.
 - c. Replace deteriorated steel lintels.
 - d. Clean face brick.
 - e. Rebuild or repair damaged exterior wall at fire damaged apartment tier, approximately one thousand two hundred fifty (1,250) square feet.
 - f. Point and caulk limestone window sills.
6. Replace windows with thermally broken aluminum replacement window with screens.
7. Provide new hollow metal exterior common doors to basement.
8. Rebuild southeast courtyard building apartment tier.

Install three thousand (3,000) square feet of floor/roof system, first (1st) floor extensive replacement; complete replacement of second (2nd), third (3rd) and roof.
9. Install new exterior building lighting in courtyard and building perimeter. Provide new basement and common area lighting fixtures.
10. Install new smoke detector and emergency exit lighting.

Building Apartment Interior Required Alterations.

Estimated cost Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00)/ thirty-one (31) dwelling units at Twenty-four Thousand One Hundred Ninety-four and no/100 Dollars (\$24,194.00) each.

Scope Of Work For Interior Alterations.

1. Remove all wood trim in interior; window, door, baseboard.

2. Repair wood strip floor; remove buckled moisture damaged existing floor.
Provide plywood in-fill and new sub-floor over existing finish floor.
3. Rebuild southeast apartment tier.
Complete reconstruction of dwelling unit interior walls.
4. Remove all wood lath and existing plaster finish. Apply new gypsum board finish over existing wood stud and wood ceiling/floor joist.
Provide an allowance to replace one thousand five hundred (1,500) lineal feet of wood stud wall. Provide an allowance to replace seven hundred fifty (750) lineal feet of floor joist.
5. Provide new kitchens and bathroom fixtures; new ceramic tile walls; VCT floors; new kitchen/bathroom cabinets.
6. Lay new carpet in living rooms, bedrooms and apartment halls.
7. Provide all new pre-hung hollow core wood interior doors and hardware, four (4) doors per unit. Provide bi-folding closet doors.
Install new hardware.
8. Insulate exterior walls with R-11 batt insulation with vapor barrier; install three and one-half (3½) inch wood studs at exterior wall. Insulate attic space with R30 blown-in insulation; provide polyethylene vapor barrier at wood ceiling joist.
9. Provide new electrical lighting fixtures.
10. Convert four (4) former ground floor retail units into accessible dwelling units. Remove storefronts; provide masonry in-fill with window openings in existing storefront.
11. Maintain ground floor corner retail unit as retail; remove all existing store fixtures and as-built conditions. Replace one (1) corner retail space with aluminum storefront and entry door with hardware; approximately twenty-five (25) lineal feet. Provide "white box" retail space with power, temporary light and temporary heat (to be supplied by tenant).

Total Alteration Cost.

Two Million Three Hundred Thousand and no/100 Dollars (\$2,300,000.00).

Work Required As A Temporary Remedial Safety Measure.

The scope of work required not only prevents access to the building but also is required to prevent further deterioration of the infrastructure caused by exposure to the natural elements. This work should be completed by next winter, December, 2003. Existing window openings and building entrances currently have temporary plywood panels secured in place.

1. Demolish remaining wood structural framing in fire damaged apartment tier.
2. Demolish existing rear exit porches; provide cmu eight (8) feet high screen wall.

Provide plywood panels at rear porch door openings.

3. Laterally brace north exterior masonry wall in fire damaged apartment tier with temporary scaffolding configuration.
4. Install eight (8) feet high cmu wall across courtyard and gangway openings.
5. Provide temporary flood coat roof membrane at existing roofs.
6. Provide temporary roof structure over fire damaged tier roof; provide temporary roof.

Temporary Remedial Safety Measures.

Two Hundred Twenty-five Thousand Dollars (\$225,000).

[Drawings attached to this Building Report omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

APPROVAL FOR CONVEYANCE OF CITY-OWNED PROPERTY AT
3800 SOUTH COTTAGE GROVE AVENUE AND 3800 SOUTH
ELLIS AVENUE TO CHICAGO HOUSING AUTHORITY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 27, 2003.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was directly submitted an ordinance by the Department of Planning and Development authorizing a conveyance of city-owned property at 3800 South Cottage Avenue and 3800 South Ellis Avenue to the Chicago Housing Authority, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on November 6, 2002 and published at pages 95464 through 95569 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of such date, a certain redevelopment plan and project (the "Plan") for the Madden/Wells Tax Increment Financing Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 6, 2002 and published at pages 95570 through 95576 in the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on November 6, 2002 and published at pages 95577 through 95582 in 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, The Area is located within the North Kenwood/Oakland Conservation Area, (the "Conservation Area") which was established and a conservation plan (the "Conservation Plan") for which was approved by the City Council on October 14, 1992, and amended by Amendment Number 1 approved by City Council on January 30, 1997 and Amendment Number 2 approved by City Council in February 6, 2002; and

WHEREAS, In June, 2000, a request for proposals entitled, "Request for Proposals for Developer for Phase I of the Mixed Income Redevelopment of Madden/Wells" (the "R.F.P.") was jointly issued by the Chicago Housing Authority ("C.H.A."), The Habitat Company, as court-appointed receiver for the C.H.A., and by the City of Chicago and resulted in the issuance and advertisement of the R.F.P. for the development of a mixed-income housing project on certain real property, including the C.H.A. Property (as defined below); and

WHEREAS, A proposal submitted by Oakwood Boulevard Associates ("O.B.A.") for the development of the R.F.P. site was subsequently selected by the Board of Commissioners of the C.H.A. on October 16, 2001 as the most responsive proposal to the R.F.P. and O.B.A. and/or one (1) or more entities to be controlled by O.B.A. was designated as the developer for the R.F.P. site; and

WHEREAS, The Board of Commissioners of the C.H.A. passed a resolution on August 20, 2002, authorizing the C.H.A. to enter into a development agreement with O.B.A. for the development of the R.F.P. site; and

WHEREAS, O.B.A. has also formed, and, through one (1) or more affiliates, owns and controls Madden Wells Phase 1A Associates, L.L.C., an Illinois limited liability company, which shall serve as the sole general partner of Madden Wells Phase 1A Associates Limited Partnership, an Illinois limited partnership (the "Developer"); and

WHEREAS, Consistent with the Plan, the Conservation Plan and the R.F.P., the Developer will acquire a ninety-nine (99) year leasehold interest from the Chicago Housing Authority (the "C.H.A.") to certain real property in the Area generally located north of East Pershing Road, west of the alley immediately to the east of South Ellis Avenue, south of a new, to-be-constructed 38th Street and east of a new, to-be-constructed South Langley Avenue in Chicago, Illinois (the "C.H.A. Property") and will thereafter construct a total of one hundred sixty-two (162) residential rental units and one (1) manager's unit on the C.H.A. Property, of which approximately forty-seven (47) will be leased at market rates with no income or rent restrictions, approximately sixty-three (63) will be leased or otherwise made available as public housing units for occupancy by C.H.A. tenants, and approximately fifty-two (52) will be leased at affordable rates to households at or below sixty percent (60%) of area-wide median income for the City of Chicago (the "Project"); and

WHEREAS, The Developer has proposed to undertake the redevelopment of the C.H.A. Property in accordance with the Plan, the Conservation Plan and the R.F.P. and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, including but not limited to the acquisition of a leasehold interest in the C.H.A. Property and the construction of the improvements described in the immediately preceding recital, to be financed in part by a portion of the incremental taxes, if any, deposited in the Madden/Wells Tax Increment Financing Redevelopment Project Area Special Tax Allocation Fund (as defined in the T.I.F. Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act ("Incremental Taxes"); and

WHEREAS, Pursuant to Resolution 02-CDC-112 adopted by the Community Development Commission of the City of Chicago (the "Commission") on December 10, 2002, the Commission has recommended that the Developer be designated as the developer for the Project and that D.O.H. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the developer for the Project; and

WHEREAS, The City Council has previously approved the designation of the Developer as the developer for the Project and the form of redevelopment agreement pursuant to that certain ordinance (the "T.I.F. Redevelopment Agreement Ordinance") adopted by the City Council on April 9, 2003 and published at pages 105962 through 106026 in the *Journal* of such date; and

WHEREAS, The City desires to convey to the C.H.A. fee simple title to the two (2) parcels listed as Parcels 1 and 2 on Exhibit A of this ordinance, subject to survey (such two (2) parcels, the "City Parcels") for consideration of One and no/100

Dollars (\$1.00) per each parcel for inclusion in the C.H.A. Property to be leased to the Developer; 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 City is hereby authorized to sell and convey to the C.H.A. the parcels listed as Parcels 1 and 2 on Exhibit A for consideration of One and no/100 Dollars (\$1.00) per parcel. Such sale and conveyance shall occur subject to and simultaneous with the execution and delivery of the T.I.F. Redevelopment Agreement and the closing contemplated thereunder.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to the C.H.A. the City Parcels listed on Exhibit A attached hereto for inclusion in the Project site that is to be leased to the Developer for the Project.

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 and approval.

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

Exhibit "A".

*Legal Description Of City Parcels.
(Subject To Survey And Title Commitment)*

Parcel 1:

That portion of Lot 3 in the subdivision of Lot 77 in Ellis' East Addition to Chicago located within proposed Lot 10 in the Madden/Wells Subdivision.

Permanent Index Numbers:

17-35-101-035 (a portion thereof) and -036.

Parcel 2:

That portion of Lot 3 in the subdivision of Lots 14 and 15 in County Clerk's Division of Lots 67 to 70 in Ellis' East Addition to Chicago located within Lot 20 in the Madden/Wells Subdivision.

Permanent Index Number:

17-34-421-091 (a portion thereof).

AMENDMENT OF ORDINANCE WHICH AUTHORIZED CONVEYANCE OF
CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS TO
CLARETIAN ASSOCIATES, INC. UNDER NEW
HOMES FOR CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 27, 2003.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned properties to Claretian Associates, 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 vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

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. Exhibit "A" attached to the ordinance approving the conveyance of various city-owned parcels to Claretian Associates, Inc., an Illinois not-for-profit corporation, through the New Homes for Chicago Program, which ordinance was adopted by the City Council on January 10, 2001 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 50400 -- 50406), is hereby deleted in its entirety and the List of City Lots and Private Lots attached as Exhibit "A" to this ordinance is hereby approved and shall supersede the prior Exhibit "A" in its entirety.

SECTION 2. This ordinance shall take effect immediately upon its passage.

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

*Exhibit "A".**List Of City Lots And Private Lots.*

Permanent Index Number	Address
26-05-102-023	8800 South Buffalo Avenue
26-05-102-024	8802 South Buffalo Avenue
26-05-102-030	8818 South Buffalo Avenue
26-05-102-031	8820 South Buffalo Avenue
26-05-102-032	8822 South Buffalo Avenue
26-05-102-033	8824 South Buffalo Avenue
26-05-102-034	8828 South Buffalo Avenue
26-05-102-035	8830 South Buffalo Avenue
26-05-102-038	8838 South Buffalo Avenue
26-05-102-039	8840 South Buffalo Avenue
26-05-102-040	8842 South Buffalo Avenue
26-05-103-014	8835 South Buffalo Avenue
26-05-103-015	8837 South Buffalo Avenue
26-05-105-018	8943 South Buffalo Avenue
26-05-105-019	8947 South Buffalo Avenue
26-05-105-020	8949 South Buffalo Avenue
26-05-105-021	8951 South Buffalo Avenue

Permanent Index Number	Address
26-05-105-022	8955 South Buffalo Avenue
26-05-105-023	8957 South Buffalo Avenue
26-05-108-018	9000 South Buffalo Avenue
26-05-108-019	9002 South Buffalo Avenue
26-05-108-026	9020 South Buffalo Avenue
26-05-108-027	9022 South Buffalo Avenue
26-05-108-029	9028 South Buffalo Avenue
26-05-108-030	9030 South Buffalo Avenue
26-05-108-031	9034 South Buffalo Avenue
26-05-108-032	9036 South Buffalo Avenue
26-05-108-033	9038 South Buffalo Avenue
26-06-227-016	9000 South Burley Avenue
26-06-227-017	9004 South Burley Avenue
26-05-108-003	9005 South Burley Avenue
26-05-108-004	9007 South Burley Avenue
26-05-108-005	9011 South Burley Avenue
26-05-108-006	9013 South Burley Avenue
26-05-108-012	9027 South Burley Avenue
26-05-108-013	9029 South Burley Avenue
26-05-108-014	9033 South Burley Avenue

Permanent Index Number	Address
26-06-406-023	9130 South Burley Avenue
26-06-406-024	9132 South Burley Avenue
26-06-406-025	9136 South Burley Avenue
26-06-406-026	9138 South Burley Avenue
26-06-406-027	9142 South Burley Avenue
26-06-412-016	9220 South Brandon Avenue
26-06-412-017	9222 South Brandon Avenue
26-06-412-019	9228 South Brandon Avenue
26-06-412-020	9230 South Brandon Avenue
26-06-412-021	9232 South Brandon Avenue
26-06-412-022	9236 South Brandon Avenue.
Private Lot:	
26-06-406-022	9128 South Burley Avenue.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH
THE CATHOLIC BISHOP OF CHICAGO FOR CITY-OWNED
PROPERTY AT 36 -- 40 SOUTH DESPLAINES STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 27, 2003.

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 The Catholic Bishop of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

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 Planning and Development is authorized to execute on behalf of the City of Chicago, as landlord, a lease with The Catholic Bishop of Chicago, for a parking lot located at 36 -- 40 South Desplaines Street, such lease to be approved as to form and legality by the corporation counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease agreement is entered into this ____ day of _____, 2003, 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 The Catholic Bishop of Chicago, a corporation sole ("Lessee"), having its principal offices at 155 East Superior Street, Chicago, Illinois 60611.

Recitals.

Whereas, The City is the owner of vacant property commonly known as 36 -- 40 South Desplaines Street, Chicago, Illinois 60606, Permanent Index Numbers 17-16-100-019, 020 and 041 ("Property");

Whereas, The City has agreed to lease the Property to Lessee, and Lessee has agreed to lease the Property from the City, for the purposes of operating an employee parking lot thereon;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties agree as follows:

Section 1.

Grant Of Leasehold.

The City hereby leases the Property to Lessee, and Lessee hereby leases the Property from the City, on a month-to-month basis and on the terms and conditions

set forth herein commencing on _____, 2003 ("Commencement Date") and ending on _____, 2003 ("Termination Date"). In the event that Lessee does not surrender possession of the Property on or before the Termination Date, Lessee's interest in the Property shall be construed as a month-to-month tenancy on the same terms and conditions as contained herein, and either Lessee or the City may terminate this agreement by giving thirty (30) days prior written notice to the other party.

Section 2.

Rent, Taxes And Utilities.

A. *Rent.* Lessee shall pay to the City monthly rent for the Property in the amount of Three Thousand Seven Hundred Seventy-five and no/100 Dollars (\$3,775.00). Rent shall begin accruing on the Commencement Date and shall be paid to the City on the first (1st) day of each month during the term of this agreement, at the offices of the Department of Planning and Development -- Administration Division, 20 North Clark Street, Suite 2800, Chicago, Illinois 60602, or at such other place as the City may hereafter designate in writing to Lessee. Any rental payment 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 good 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 (1st) 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.

D. Use Of The Property. Lessee may only use the Property as a surface employee 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., ch. 1.

E. 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.

F. 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, noncontributory 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
121 North LaSalle Street
Suite 1008
Chicago, Illinois 60602
Attention: Real Estate Services Division

If To Lessee:

Thomas M. Brennan
Director of Finance
155 East Superior Street
Chicago, Illinois 60611

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 P.M. on a business day. If such dispatch occurred after 5:00 P.M. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication

given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

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.

I. 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 agreement as of the date and year first above written.

Catholic Bishop of Chicago,
a corporation sole

The City of Chicago,
an Illinois municipal corporation

By: _____
Thomas M. Brennan,
Director of Finance

By: _____
Alicia Mazur Berg,
Commissioner of Planning
and Development

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
WITH CHRISTY WEBBER & COMPANY FOR CITY-OWNED
PROPERTY AT 2841 -- 2857 WEST LAKE STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 27, 2003.

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 Christy Webber & Company, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

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 General Services and the Commissioner of Planning and Development are authorized to execute on behalf of the City of Chicago, a lease between the City, as landlord, and Christy Webber & Company, an Illinois corporation, as tenant, for approximately thirty-three thousand seven hundred twenty (33,720) square feet of vacant land located at 2841 -- 2857 West Lake Street, subject to the approval of the Corporation Counsel as to form and legality. The lease shall be substantially in the form set forth on Exhibit A attached hereto.

SECTION 2. This ordinance shall take effect upon its passage and approval.

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

Lease Number 20149.

This lease is made and entered into this ____ day of _____, 2003, by and between the City of Chicago, an Illinois municipal corporation ("Landlord") and Christy Webber & Company, an Illinois corporation ("Tenant").

Recitals.

Whereas, Landlord is the owner of the vacant parcel of property commonly known as 2841 -- 2857 West Lake Street, Chicago, Cook County, Illinois; and

Whereas, Tenant is interested in leasing from Landlord approximately thirty-three thousand seven hundred twenty (33,720) square feet of the aforesaid vacant parcel of property to be used by Tenant for the storage of plant materials;

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 property located in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately thirty-three thousand seven hundred twenty (33,720) square feet of vacant land located on that certain parcel of real estate commonly known as 2841 -- 2857 West Lake Street, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on August 1, 2003 or the date of occupancy of the Premises, whichever is earlier ("Commencement Date"), and shall end on the last day of the thirty-sixth (36th) full month after the Commencement Date, unless sooner terminated as set forth in this lease.

"Lease Year" as used herein, means a period of twelve (12) consecutive months during the lease Term; the first (1st) Lease Year commencing on the Commencement Date, provided however, in the event such Commencement Date is other than the first (1st) day of the month, the first (1st) Lease Year shall commence on the first (1st) day of the month immediately following the Commencement Date.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

a) Two Thousand Eight Hundred and no/100 Dollars (\$2,800.00) per month for the period beginning on the Commencement Date (with said monthly rental being prorated on a per diem basis if the initial Term does not commence on the first (1st) day of the month) and ending on the last day of the first (1st) Lease Year.

b) Two Thousand Eight Hundred Eighty-four and no/100 Dollars (\$2,884.00) per month for the period beginning on the first (1st) day of the second (2nd) Lease Year and ending on the last day of the second (2nd) Lease Year.

c) Two Thousand Nine Hundred Seventy-One and no/100 Dollars (\$2,971.00) per month for the period beginning on the first (1st) day of the third (3rd) Lease Year and ending on the last day of the third (3rd) Lease Year.

Rent shall be paid to Landlord at the Department of Planning and Development, Attention: Administration Division, 20 North Clark Street, Suite 2800, Chicago Illinois, 60602, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Tenant shall pay when due water charges, sewer charges, and other levies assessed against the Premises, and all excise, sale, leasehold, or similar taxes assessed or levied on account of this lease or the rental paid hereunder.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, power and telephone or other communication service, 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, 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. 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 interference 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") and all applicable landscape ordinances. 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 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. Any activities on the Premises must be limited to storing plant materials. The promotion and operation of storing plant materials 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 or national origin.

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.

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.

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.

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 this 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 and no/100 Dollars (\$100,000.00) each accident or illness.

b) 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, 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). Landlord, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from this 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, Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than

One Million and no/100 Dollars (\$1,000,000.00) per occurrence, for bodily injury and property damage.

d) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by Tenant for full replacement value to protect against loss, damage to or destruction of property. The policy shall list Landlord as loss payee.

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 Tenant.

e) All Risk Builders Risk Insurance.

When Tenant undertakes any construction, including improvements, betterments, and/or repairs, 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. Landlord shall be named as loss payee.

6.2 Other Terms Of Insurance.

Tenant will furnish Landlord's Department of Planning and Development, Deputy Commissioner, Real Estate, Suite 1008, 121 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. 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 Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by Landlord. Tenant shall advise all insurers of the 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 this lease, and Landlord retains the right to terminate this lease until proper evidence of insurance is provided.

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

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

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

Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit Tenant's liabilities and responsibilities specified within the lease documents or by Law.

Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by Landlord shall apply in excess of and not contribute with insurance provided by Tenant under this 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.

Landlord's 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 are damaged by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if the Premises do not meet all Municipal Building and Fire Code provisions and are therefore rendered untenable, either Landlord or Tenant shall have the option to declare

this lease terminated as of the date of such damage or destruction by providing each other Landlord written notice to such effect. If either Landlord or 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 Landlord, nor any member of any board, commission or agency of Landlord, 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 or lease negotiated, entered into or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to Landlord.

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 the day after the last day of the third (3rd) Lease Year.

*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
Suite 3700
30 North LaSalle Street
Chicago, Illinois 60602

and

Deputy Commissioner, Real Estate
Department of Planning and Development
Suite 1008
121 North LaSalle Street
Chicago, Illinois 60602

or at such other place as Landlord may from time to time designate by written notice to Tenant. 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:

Christy Webber & Company
1029 North Winchester Avenue
Chicago, Illinois 60622

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 Tenant by Landlord, or upon Landlord by Tenant, 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.

Each party shall have the right to terminate this lease by providing each other with thirty (30) day prior written notice at any time after the Commencement Date.

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 Tenant.*

Tenant shall:

11.1

Provide and pay for custodial services which shall be construed as keeping the Premises clean and free of debris.

11.2

Upon the termination of this lease, Tenant shall surrender the Premises to Landlord in a comparable or better condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

11.3

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

11.4

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises; is illegal; or increases the rate of insurance on the Premises.

11.5

Tenant shall keep out of the Premises materials which cause a fire hazard or safety hazard and shall 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.

11.6

Provide and pay for exterminator service whenever necessary.

11.7

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the Premises.

11.8

Provide and pay for security where necessary.

*Section 12.**Additional Clauses.*

12.1

For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, such license or permit must be obtained by Tenant prior to using the Premises for such activity. Landlord must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease.

12.2 Trade Fixtures.

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 leased 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 leased 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.

12.3

Tenant shall provide its own scavenger service if necessary.

12.4

Tenant agrees that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the Premises.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Tenant:

Christy Webber & Company,
an Illinois corporation

By: _____
Christy Webber

Its: President

Landlord:

City of Chicago,
an Illinois municipal corporation

By: _____
Alicia Mazur Berg,
Commissioner of Planning
and Development

By: _____
Michael C. McCue,
Commissioner of General Services

Approved As To Form And Legality:

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
WITH PARK ONE, INC. FOR CITY-OWNED PROPERTY
AT 641 -- 661 WEST MADISON STREET AND
14 -- 36 SOUTH DESPLAINES STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 27, 2003.

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 Park One, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

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 Planning and Development is authorized to execute on behalf of the City of Chicago, as landlord, a lease with Park One, Inc., for a parking lot located at 641-- 661 West Madison Street and 14 -- 36 South Desplaines Street such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease agreement is entered into this ____ day of _____, 2003, 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 Park One, Inc., an Illinois business corporation ("Lessee"), having its principal offices at 201 East Ohio Street, Chicago, Illinois 60611.

Recitals.

Whereas, The City is the owner of vacant property commonly known as 641 -- 661 West Madison Street and 14 -- 36 South Desplaines Street, Chicago, Illinois 60606, Permanent Index Numbers 17-16-100-031, -032, -033, -034, -035, -036, -037, -038, -039, -040, -042 and -043 ("Property"); 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 Leasehold.

The City hereby leases the Property to Lessee, and Lessee hereby leases the Property from the City, on a month-to-month basis and on the terms and conditions set forth herein commencing on _____, 2003 ("Commencement Date") and ending on _____, 2003 ("Termination Date"). In the event that Lessee does not surrender possession of the Property on or before the Termination Date, Lessee's interest in the Property shall be construed as a month-to-month tenancy on the same terms and conditions as contained herein, and either Lessee or the City may terminate this agreement by giving thirty (30) days prior written notice to the other party.

Section 2.

Rent, Taxes And Utilities.

A. Rent. Lessee shall pay to the City monthly rent for the property in the amount of Sixty-five Thousand and no/ 100 Dollars (\$65,000.00). Rent shall begin accruing

on the Commencement Date and shall be paid to the City on the first (1st) day of each month during the term of this agreement, at the offices of the Department of Planning and Development -- Administration Division, 20 North Clark Street, Suite 2800, Chicago, Illinois 60602, or at such other place as the City may hereafter designate in writing to Lessee. Any rental payment 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.

D. 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., Ch. 1.

E. 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.

F. 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, noncontributory 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
121 North LaSalle Street
Suite 1008
Chicago, Illinois 60602
Attention: Real Estate Services
Division

If To Lessee:

Andriyous Youkhana
Park One, Inc.
201 East Ohio Street
Chicago, Illinois 60611

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 P.M. on a business day. If such dispatch occurred after 5:00 P.M. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

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.

I. 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 agreement as of the date and year first above written.

Park One, Inc.
an Illinois business corporation,
doing business as Greek
Town Parking

The City of Chicago,
an Illinois municipal corporation

By: _____
Andriyous Youkhana,
President

By: _____
Alicia Mazur Berg,
Commissioner of Planning
Development

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

ADDITION OF NEW CHAPTER 4-210 AND AMENDMENT
OF TITLES 3, 4, 5, 7, 13 AND 17 OF MUNICIPAL
CODE OF CHICAGO REGARDING BED AND
BREAKFAST ESTABLISHMENTS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance, introduced by Aldermen Vi Daley, Madeline Haithcock and Gene Schulter, (which was referred on July 9, 2003), to amend Title 4 of the Municipal Code of Chicago by adding a new Chapter 4-210 as it relates to the licensing of bed and breakfast establishments, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on August 20, 2003.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Title 4 of the Municipal Code of Chicago is hereby amended by adding a new Chapter 4-210, as follows:

4-210-010 Definitions.

For purposes of this chapter:

"Bed and Breakfast Act" means the Illinois Bed and Breakfast Act, as amended, codified at 50 ILCS 820, et seq.

"Bed-and-breakfast establishment" or "establishment" means any building or structure or portion thereof in which 11 or fewer sleeping rooms are available for rent or for hire for transient occupancy by guests. The term "guests" does not include members of the owner's family within the meaning of the Chicago Zoning Ordinance; nor does it include persons who have signed a lease to use and occupy residential property unless the leased residential property is held out by its owner, or by any person acting on the owner's behalf, to be a bed-and-breakfast establishment.

"Breakfast" means any morning meal provided between the hours of 5:00 A.M. and 2:00 P.M.

"Department" means department of revenue.

"Director" means director of revenue.

"Immediately adjacent" means the front yard, rear yard, side yard, inner court and contiguous public way.

"Minimal preparation" means any food that is not cooked in the establishment's kitchen, such as coffee, milk, juice, fruit, sandwiches and prepackaged, hermetically-sealed foods.

"Permanent occupancy" means occupancy on a daily or nightly basis, or any part thereof, for a period of 32 or more consecutive days.

"Transient occupancy" means occupancy on a daily or nightly basis, or any part thereof, for a period of 31 or fewer consecutive days.

4-210-020 License -- Required.

It shall be unlawful for any person to operate a bed-and-breakfast establishment without first having obtained a bed-and-breakfast establishment license. A license under this chapter allows the licensee to provide sleeping accommodations and foods that require minimal preparation and breakfast to registered guests. A licensee under this chapter shall not be required to obtain any City of Chicago license, other than the bed-and-breakfast license required by this chapter, to conduct the activities described in this section; provided, however, that a city license for the retail sale of alcoholic liquor shall be required if alcoholic liquor is sold or otherwise provided by the licensee for use or consumption by registered guests on the licensed premises.

4-210-030 License -- Posting -- Transferability -- Notice Of Changes.

Every license issued pursuant to this chapter shall be posted in a conspicuous place on the licensed premises. No transfer of ownership shall be allowed on any license issued under this chapter. Each licensee shall notify the director in writing within 60 days after any change in the facts stated in the license application.

4-210-040 License -- Application.

An application for a bed-and-breakfast establishment license shall be made to the director on a form supplied by the department and shall be accompanied by the following:

(1) if the applicant is an individual:

(a) the applicant's full name, residence address, residence telephone number, business address and business telephone number;

- (2) if the applicant is a corporation:
 - (a) the corporate name, address and telephone number of the applicant's principal office or place of business; and
 - (b) the date and state of incorporation; and
 - (c) the name, residence address and residence telephone numbers of all principal officers and registered agents and of any person owning 25% or more of the interest in the applicant;
- (3) if the applicant is a partnership or a limited liability company:
 - (a) the name, address and telephone number of the applicant's principal office or place of business; and
 - (b) the name, residence address and residence telephone numbers of all partners, if a general partnership; of all general partners, if a limited partnership; of all managing members, if a limited liability company; and of any person owning 25% or more of the interest in the applicant;
- (4) the license fee;
- (5) a certificate of insurance as required by Section 4-210-080;
- (6) a statement as to whether the applicant or any person owning 25% or more of the interest in the applicant has ever been convicted in any jurisdiction of any felony;
- (7) proof that the applicant has legal title to or leasehold interest in the property on which the establishment is located;
- (8) a written statement that the establishment shall be the owner's legal primary residence for the duration of the license period;
- (9) proof of adequate off-street parking as required by the Chicago Zoning Code;
- (10) a copy of an evacuation diagram as required by Section 4-210-120(f);
- (11) a valid certificate of registration in food handling and sanitation issued by the department of health; and
- (12) any other information that the director may require.

It is a condition of the license that information in the application be kept current. Any change in required information shall be reported to the department of revenue within 30 days after the change.

4-210-050 License Issuance Prohibited When.

No license shall issue under this chapter unless the following requirements are met:

- (1) The establishment is (A) an owner-occupied, single-family residential building; or (B) an owner-occupied multiple-family dwelling that does not exceed four stories in height and contains no more than 11 sleeping rooms; or (C) an owner-occupied condominium, townhouse or cooperative. Throughout the duration of any rental period, occupancy of the establishment by any person owning 25% or more of the interest in the establishment shall be a continuing requirement for maintaining a license under this chapter; provided, however, that it shall not be a violation of this requirement if the owner (i) is absent from the establishment overnight or for any longer period of time not to exceed 120 days within a 12-month period; or (ii) is on active military duty for any length of time; and (iii) appoints a designated agent or employee to manage, control and reside in the establishment during the owner's absence. For purposes of this subsection, if the establishment is a single-family residential building located on a lot that includes a principal house and an accessory building that was being used for residential purposes as of January 16, 2003, the accessory building shall be considered to be part of the establishment.
- (2) The department of buildings and the fire department inspect the establishment before the initial license is issued, and thereafter once every two years, and determine that it complies with all applicable requirements of this code.
- (3) The applicant has not been convicted under any federal or state law of any felony that is rationally related to the applicant's fitness or capacity to operate a bed-and-breakfast establishment.
- (4) No license issued to the applicant under this chapter at any location has been revoked for cause within the last two years.

4-210-060 License Fee.

The license fee shall be as set forth in Section 4-5-010 of this code.

4-210-070 License -- Termination.

The bed-and-breakfast establishment license shall expire on the date indicated in Section 4-4-021 of this code.

4-210-080 Insurance -- Required.

Prior to the issuance of any bed-and-breakfast establishment license, each applicant shall furnish a certificate of insurance, issued by an insurer authorized to insure in Illinois, evidencing commercial general liability insurance, with limits of not less than \$300,000 per occurrence for bodily injury and property damage arising in any way from the issuance of the license. Each policy of insurance required under this section shall include a provision requiring 30 days advance notice to the director prior to cancellation or lapse of the policy.

The licensee shall maintain the insurance required under this section in full force and effect for the duration of the license period. A single violation of this section shall result in suspension or revocation of the establishment's license in accordance with Section 4-4-280 of this code.

4-210-090 Registration Records.

The licensee shall maintain current guest registration records which contain the following information about each guest: the guest's name, address, signature, room assignment and dates of accommodation. The registration records shall be kept on file for three years and made available for inspection by city officials during regular business hours or in case of an emergency.

4-210-100 Food Preparation And Handling.

Every establishment licensed under this chapter shall comply with the minimum standards found in Section 4 of the Bed and Breakfast Act.

4-210-110 Soap, Towels And Linens.

Every establishment which provides soap, towels and linens to its registered guests shall comply with the minimum standards found in Section 5 of the Bed and Breakfast Act.

4-210-120 Fire Safety And Building Requirements.

Every establishment licensed under this chapter shall comply with all applicable building and fire prevention provisions of this code, and with any regulations promulgated thereunder. In addition, the following requirements shall be met:

(a) Approved smoke detectors equipped with an escape light, or approved smoke detectors and approved unit battery equipment for emergency illumination or any approved System II or System III emergency lighting system, shall be installed in each sleeping room and stairway and in all other locations required by Chapter 13-64. In addition to these smoke detectors, each establishment shall provide at least one smoke detector, which may be either portable or permanently wired, that emits a flashing or stroboscopic light signal or vibration to indicate the presence of smoke designed to serve hearing impaired persons as required by Section 13-64-180. For purposes of this subsection, an approved smoke detector shall be the ionization chamber or photoelectric type, either battery powered or 110 volt AC, and shall bear the label of a nationally recognized standards testing laboratory that indicates that the smoke detector has been tested and listed as a single or single and multiple station smoke detector. Approved unit battery equipment shall meet the requirements of Section 18-27-700.66 of this code.

(b) Manual extinguishing equipment shall be provided in each sleeping room or within 15 feet of any sleeping room in accordance with NFPA-10 (Standards for the Installation of Portable Fire Extinguishers).

(c) All combustibles or flammable liquids shall be stored in approved metal containers. No combustible storage shall be allowed in or under stairways.

(d) All trash containers used inside the building shall be metal.

(e) No portable heating devices shall be allowed in sleeping rooms.

(f) An evacuation diagram identifying all means of egress from the establishment shall be posted in a conspicuous place on the inside panel of each guest room door.

4-210-130 Occupancy -- Limitation.

Under no circumstances shall occupancy of any establishment, or part thereof, exceed one person per 125 feet of floor area, excluding elevators, stairways or other shaft enclosures.

4-210-140 Other Unlawful Activities.

(a) No licensee shall rent any sleeping room in the establishment for 32 or more consecutive days to any person other than members of the owner's family as defined in the Chicago Zoning Ordinance; provided, however, that this subsection shall not apply if the building cannot qualify as a single-room occupancy building as defined in Section 13-4-010 of this code.

(b) No person shall use or permit the use of a hot plate, coffee maker or other cooking device in any sleeping room or bathroom.

(c) No licensee shall permit any criminal activity or public nuisance to take place on the licensed premises. If a licensee knows or suspects that any criminal activity or public nuisance is taking place on or immediately adjacent to the licensed premises, that person shall immediately notify and cooperate with the Chicago Police Department.

(d) No licensee shall knowingly make any false or incomplete or misleading statement about his or her criminal background in connection with any license application submitted pursuant to Section 4-210-040. A single violation of this subsection shall result in license revocation in accordance with Section 4-4-280 of this code.

For purposes of this section, licensee means any person having or requiring a license under this chapter or the employee or agent of either one.

4-210-150 Illegal Operations -- License Revocation.

Except as otherwise provided in this chapter, three or more violations of any provision of this chapter on three different days within a 12-month period may result in license suspension or revocation in accordance with Section 4-4-280 of this code.

4-210-160 License Revocation -- One-Year Wait For New License.

If any license issued under this chapter has been revoked for any cause, no license shall be granted to any person for the operation of a bed-and-breakfast establishment at the premises described in the revoked license for a period of one year from the date of revocation.

4-210-170 Regulations.

The director shall have the authority to promulgate rules and regulations necessary to implement the requirements of this chapter. The board of health and the department of health shall have the authority to issue rules and regulations necessary to implement Section 4-210-040(11) and the minimal standards found in Sections 4-210-100 and 4-210-110.

4-210-180 Violation -- Penalty.

Any person violating any of the provisions of this chapter shall be fined not less than \$200, nor more than \$500, for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

SECTION 2. Section 4-5-010 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-5-010 Establishment Of License Fees.

This chapter shall establish fees for various licenses created by this title unless otherwise provided. The following fees shall apply for the specified licenses. The chapter in which each fee requirement is created is also provided. Unless as otherwise stated, fees shall be assessed on an annual basis.

* * * * *

(9) Reserved. Bed-and-breakfast establishment (4-210) \$200

* * * * *

(Remainder of section is not amended by this ordinance
and is not shown here for editorial convenience.)

SECTION 3. Section 4-208-010 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-208-010 Hotel Defined.

Every building or structure kept, used, ~~or maintained as, or~~ advertised, or held out to the public to be an inn, hotel, motel, family hotel, apartment hotel, lodging house, dormitory or place where sleeping or rooming accommodations are furnished for hire or rent, whether with or without meals, in which seven or more sleeping rooms are used or maintained for the accommodation of guests, lodgers or roomers, shall, for the purpose of this chapter, be defined as a hotel. ~~excluding~~ The term shall not include single-room occupancy buildings or bed-and-breakfast establishments as defined in Section 13-4-010, ~~shall for the purpose of this chapter be defined as a hotel.~~

SECTION 4. Section 13-56-030 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

13-56-030 Class A-1, Single-Family Dwelling.

A "one-family dwelling" is a building containing one dwelling unit only or one group home only or an intermediate care facility for the developmentally disabled -- 15 or less only. A "family" consists of one or more persons each related to the other by blood (or adoption), together with such blood relations' respective spouses, who are living together in a single dwelling and maintaining a common household. A "family" includes any domestic servants and not more than one gratuitous guest residing with said "family". A "family" also consists of the residents of a family home. An otherwise qualifying building does not lose its status as a Class A-1, single-family dwelling because a bed-and-breakfast establishment is operated in the building if (1) the bed-and-breakfast establishment has operated continuously in the building as of January 16, 2003; and (2) the operator of the bed-and-breakfast establishment files an application for a bed-and-breakfast establishment license no later than the effective date of this amendatory ordinance; provided, however, that a Class A-1, single-family dwelling containing a bed-and-breakfast establishment will lose its status as a Class A-1, single-family dwelling if the building or the bed-and-breakfast establishment is altered, expanded, enlarged or newly constructed after the effective date of this amendatory ordinance.

SECTION 5. Section 13-56-040 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

13-56-040 Class A-2, Multiple Dwellings.

Residential units designed or used for two or more family units or designed or used for sleeping accommodations, other than family units, for more than ten

persons shall be classified as Class A-2, multiple dwellings. Class A-2, multiple dwellings shall include, among others, the following:

Apartment buildings

Bed-and-breakfast establishments (regardless of capacity)

Boardinghouses

Clubs

Convents

Dormitories

Fraternities

Group homes

Hotels

Housing for elderly persons

Lodging houses

Monasteries

Motels

Roominghouses

Single-room occupancy buildings

Temporary overnight shelters (regardless of capacity)

~~Tourist houses~~

Transitional shelters (regardless of capacity)

SECTION 6. Section 13-164-010 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

13-164-010 Scope.

This chapter applies to and regulates all one-family dwellings as defined in Section 13-56-030, all multiple dwellings, and all buildings of mixed occupancy having any dwelling units; provided, however, that the following shall be excluded from the requirements of this chapter:

- (a) owner-occupied dwelling units;
- (b) housing accommodations in a hotel, motel, inn, ~~tourist house~~ bed-and-breakfast establishment, roominghouse or boardinghouse, hospital, convent, monastery, extended care facility, asylum, not-for-profit home for the aged, temporary overnight shelter, transitional shelter, or in a dormitory owned and operated by an elementary school, high school or institution of higher learning; and
- (c) a dwelling unit in a cooperative occupied by the holder of a proprietary lease.

SECTION 7. Section 13-4-010 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting, in correct alphabetical order, the definitions underscored, as follows:

13-4-010 Definitions.

For the purpose of this code, the following terms shall be construed as follows:

* * * * *

"Bed-and-breakfast establishment" means an owner-occupied, single-family residential building or an owner-occupied, multiple-family dwelling that does not exceed four stories in height and contains no more than 11 sleeping rooms, or an owner-occupied condominium, townhouse or cooperative in which 11 or fewer sleeping rooms are available for rent or for hire for transient occupancy by registered guests. For purposes of this definition: the term "bed-and-breakfast establishment" does not include single-room occupancy buildings as defined in Section 13-4-010. If the bed-and-breakfast establishment is a single-family residential building located on a lot that includes a principal house and an accessory building that was being used for residential purposes as of January 16, 2003, the accessory building shall be considered to be part of the establishment.

* * * * *

Hotel. Every building or structure kept, used, or maintained as, or advertised, or held out to the public to be an inn, hotel, motel, family hotel, apartment hotel, lodging house, dormitory or place where sleeping or rooming accommodations are furnished for hire or rent, whether with or without meals, in which seven or more sleeping rooms are used or maintained for the accommodation of guests, lodgers or roomers, excluding single-room occupancy buildings and bed-and-breakfast establishments as defined in this section, shall be considered a hotel.

* * * * *

~~Tourist house. For definition see "Hotel."~~

* * * * *

(Remainder of section is not amended by this ordinance
and is not shown here for editorial convenience.)

SECTION 8. Section 5-12-020 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

5-12-020 Exclusions.

Rental of the following dwelling units shall not be governed by this chapter, unless the rental agreement thereof is created to avoid the application of this chapter:

* * * * *

(b) Dwelling units in hotels, motels, inns, ~~tourist houses, bed-and-breakfast establishments,~~ roominghouses and boardinghouses, but only until such time as the dwelling unit has been occupied by a tenant for 32 or more continuous days and tenant pays a monthly rent, exclusive of any period of wrongful occupancy contrary to agreement with an owner.

* * * * *

(Remainder of section is not amended by this ordinance
and is not shown here for editorial convenience.)

SECTION 9. Section 3.2 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by deleting the language struck through and by inserting, in correct alphabetical order, the language underscored, as follows:

3.2 Definitions.

* * * * *

Bed-and-Breakfast Establishment. "Bed-and-breakfast establishment" means an owner-occupied, single-family residential building or an owner-occupied, multiple-family dwelling that does not exceed four stories in height and contains no more than 11 sleeping rooms or an owner-occupied condominium, townhouse or cooperative in which 11 or fewer sleeping rooms are available for rent or for hire for transient occupancy by registered guests. For purposes of this definition: the term "bed-and-breakfast establishment" does not include single-room occupancy buildings as defined in Section 13-4-010. If the bed-and-breakfast establishment is a single-family residential building located on a lot that includes a principal house and an accessory building that was being used for residential purposes as of January 16, 2003, the accessory building shall be considered to be part of the establishment.

* * * * *

~~Tourist Home.~~ A "tourist home" is a dwelling in which meals or lodging or both are provided or offered to transient guests for compensation.

* * * * *

(Remainder of section is not amended by this ordinance
and is not shown here for editorial convenience.)

SECTION 10. Section 7.3-4 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

7.3-4 Permitted Uses -- R4 General Residence District.

- (1) Any use permitted in the R3 District.

* * * * *

- (7) Lodging Houses and ~~Tourist Homes~~ Bed-and-Breakfast Establishments.

* * * * *

(Remainder of section is not amended by this ordinance
and is not shown here for editorial convenience.)

SECTION 11. Section 8.3-1 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by inserting, in correct alphabetical order, the language underscored, as follows:

8.3-1 Permitted Uses -- B1-1 To B1-5 Local Retail Districts.

- A. Uses permitted in the B1-1 to B1-5 Districts inclusive are subject to the following conditions:

* * * * *

- B. The following uses are permitted in the B1-1 to B1-5 Districts inclusive:

- (1) Dwelling Units and Lodging rooms.

- (1a) Bed-and-Breakfast Establishments.

* * * * *

(Remainder of section is not amended by this ordinance
and is not shown here for editorial convenience.)

SECTION 12. Section 9.3-1 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by inserting, in correct alphabetical order, the language underscored, as follows:

9.3-1 Permitted Uses -- C1-1 To C1-5 Restricted Commercial Districts.

- A. Uses permitted in the C1-1 to C1-5 Districts inclusive are subject to the following conditions:

* * * * *

- B. The following uses are permitted in the C1-1 to C1-5 Districts inclusive:

* * * * *

(6) Battery and Tire Service Stations.

(6a) Bed and Breakfast Establishments.

* * * * *

(Remainder of section is not amended by this ordinance
and is not shown here for editorial convenience.)

SECTION 13. Section 7.12-1 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by inserting the language underscored, as follows:

7.12-1 Off-Street Parking -- R1, R2 And R3 Residence Districts.

In an R1, R2 or R3 District, all parking spaces required for dwelling units shall be located on the same zoning lot as the dwelling units served.

* * * * *

- (13) Bed-and-Breakfast Establishments. One parking space shall be provided for each four sleeping rooms, plus one space for the owner; provided, however, that if this requirement is not met, the off-street parking requirement will be deemed to have been satisfied if the owner of the bed-and-breakfast establishment provides proof that (i) either through ownership, or by contractual relationship with a third party, the establishment's paying customers or guests have access to the required number of off-street parking spaces on a different zoning lot; or (ii) the establishment's paying customers or guests have access to a public parking facility located within a reasonable distance of the establishment.

SECTION 14. Section 7.12-2 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

7.12-2 Off-Street Parking -- R4, R5 And R6 Residence Districts.

In an R4, R5 or R6 District, all parking spaces required for one or two-family dwellings, shall be located on the same zoning lot as the dwellings served.

* * * * *

- (1a) Bed-and-Breakfast Establishments. One parking space shall be provided for each four sleeping rooms, plus one space for the owner; provided, however, that if this requirement is not met, the off-street parking requirement will be deemed to have been satisfied if the owner of the bed-and-breakfast establishment provides proof that (i) either through ownership, or by contractual relationship with a third party, the establishment's paying customers or guests have access to the required number of off-street parking spaces on a different zoning lot; or (ii) the establishment's paying customers or guests have access to a public parking facility located within a reasonable distance of the establishment.

* * * * *

- ~~(14) Tourist Homes. One parking space shall be provided for each lodging room, plus one parking space for the owner or manager.~~

SECTION 15. Section 8.11-1 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by deleting the language struck through and by inserting, in correct alphabetical order, the language underscored, as follows:

8.11-1 Off-Street Parking -- B1-1, B1-2, B2-1, B2-2, B3-1, B3-2, B4-1, B4-2, B5-1 And B5-2 Districts.

All parking spaces required to serve buildings or uses shall be located on the same zoning lot as the building or use served, except as provided for as a Special Use; in which case, buildings or uses may be served by parking facilities located on land other than the zoning lot on which the building or use served is located, provided such facilities are within 500 feet walking distance of a main entrance to the use served.

* * * * *

(2a) Bed-and-Breakfast Establishments. One parking space shall be provided for each four sleeping rooms, plus one space for the owner; provided, however, that if this requirement is not met, the off-street parking requirement will be deemed to have been satisfied if the owner of the bed-and-breakfast establishment provides proof that (i) either through ownership, or by contractual relationship with a third party, the establishment's paying customers or guests have access to the required number of off-street parking spaces on a different zoning lot; or (ii) the establishment's paying customers or guests have access to a public parking facility located within a reasonable distance of the establishment.

* * * * *

(16) Motels. ~~Tourist Homes.~~ One parking space shall be provided for each dwelling unit or lodging room, plus one parking space for the owner or manager.

* * * * *

(Remainder of section is not amended by this ordinance
and is not shown here for editorial convenience.)

SECTION 16. Section 8.11-3 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

8.11-3 Off-Street Parking -- B3-4, B5-4 Districts.

All parking spaces required to serve buildings or uses shall be located on the same zoning lot as the building or use served, except as provided for as a Special Use; in which case, buildings or uses may be served by parking facilities located on land other than the zoning lot on which the building or use served is located, provided such facilities are within 1,000 feet walking distance of a main entrance to the use served. For the following uses, when allowed in any of the above districts, parking facilities shall be provided as follows:

Off-site parking spaces accessory to a use in a B District may be located in any B, C or M District but may not be located in any R District, except as allowed in Section 7.4-1(4).

- (1) Permitted Uses. Except as otherwise provided in this section, One one parking space shall be provided for each 750 square feet of floor area in excess of two times the lot area except that, for a building or structure, part or all of which is designed or intended for residential use, parking spaces equal in number to 100 percent of the number of dwelling units (including efficiency units) for the first 100 units with a building and additional parking spaces equal in number to 60 percent of the number of dwelling units (including efficiency units) exceeding 100 units in a building shall be provided. However, lots of record on the effective date of this comprehensive amendment may deduct from the floor area two times the lot area in square feet or 35,000 square feet, whichever is greater.
- (2) Special Uses. Parking spaces shall be provided as determined by the Department of Planning and Development.
- (3) Bed-and-Breakfast Establishments. One parking space shall be provided for each four sleeping rooms, plus one space for the owner; provided, however, that if this requirement is not met, the off-street parking requirement will be deemed to have been satisfied if the owner of the bed-and-breakfast establishment provides proof that (i) either through ownership, or by contractual relationship with a third party, the establishment's paying customers or guests have access to the required number of off-street parking spaces on a different zoning lot; or (ii) the establishment's paying customers or guests have access to a public parking facility located within a reasonable distance of the establishment.

SECTION 17. Section 8.11-4 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

8.11-4 Off-Street Parking -- B3-5, B5-5, B7-5 Districts.

All parking spaces required to serve buildings or uses shall be located on the same zoning lot as the building or use served, except as provided for as a Special Use; in which case, buildings or uses may be served by parking facilities located on land other than the zoning lot on which the building or use served is located, provided such facilities are within 1,000 feet walking distance of a main entrance to a use served. For the following uses, when allowed in any of the above districts, parking facilities shall be provided as follows:

Off-site spaces accessory to a use in a B District may be located in any B, C or M District but may not be located in any R District, except as allowed in Section 7.4-(4).

- (1) Permitted Uses. Except as otherwise provided in this section, ~~One one~~ parking space shall be provided for each 1,250 square feet of floor area in excess of two times the lot area except that, for a building or structure, part or all of which is designed or intended for residential use, parking spaces equal in number to 100 percent of the number of dwelling units (including efficiency units) for the first 50 units located within a building, and additional parking spaces equal in number to 55 percent of the dwelling units (including efficiency units) exceeding 50 units in a building, shall be provided. However, lots of record on the effective date of this comprehensive amendment may deduct from the floor area two times the lot area in square feet or 70,000 square feet, whichever is greater.

* * * * *

- (3) Bed-and-Breakfast Establishments. One parking space shall be provided for each four sleeping rooms, plus one space for the owner; provided, however, that if this requirement is not met, the off-street parking requirement will be deemed to have been satisfied if the owner of the bed-and-breakfast establishment provides proof that (i) either through ownership, or by contractual relationship with a third party, the establishment's paying customers or guests have access to the required number of off-street parking spaces on a different zoning lot; or (ii) the establishment's paying customers or guests have access to a public parking facility located within a reasonable distance of the establishment.

* * * * *

(Remainder of section is not affected by this ordinance
and is not shown here for editorial convenience.)

SECTION 18. Section 8.11-5 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

8.11-5 Off-Street Parking -- B6-6, B7-6 Districts.

All parking spaces required to serve buildings or uses shall be located on the same zoning lot as the building or use served, except as provided for as a Special Use; in which case, buildings or uses may be served by parking facilities located on land other than the zoning lot on which the building or use served is located, provided such facilities are within 1,000 feet walking distance of a main entrance to the use served. For the following uses, when allowed in any of the above districts, parking facilities shall be provided as follows:

Off-site parking spaces accessory to a use in a B District may be located in any B, C or M District but may not be located in any R District, except as allowed in Section 7.4-1(4).

- (1) Permitted Uses. Except as otherwise provided in this section, Pparking spaces shall not be required for any floor area which is not more than two times the lot area in square feet or 140,000 square feet, whichever is greater. For the next 280,000 square feet of floor area in excess of this exemption, one parking space shall be provided for each 10,000 square feet. For the next 280,000 square feet of floor area, one parking space shall be provided for each 5,000 square feet. For all additional floor area, one parking space shall be provided for each 2,500 square feet.

* * * * *

- (3) Bed-and-Breakfast Establishments. One parking space shall be provided for each four sleeping rooms, plus one space for the owner; provided, however, that if this requirement is not met, the off-street parking requirement will be deemed to have been satisfied if the owner of the bed-and-breakfast establishment provides proof that (i) either through ownership, or by contractual relationship with a third party, the establishment's paying customers or guests have access to the required number of off-street parking spaces on a different zoning lot; or (ii) the

establishment's paying customers or guests have access to a public parking facility located within a reasonable distance of the establishment.

SECTION 19. Section 9.11-1 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by inserting the language underscored, as follows:

9.11-1 Off-Street Parking -- C1-1, C1-2, C2-1, C2-2, C3-1, C3-2 And C4 Districts.

All parking spaces required to serve buildings or uses shall be located on the same zoning lot as the building or use served, except as provided for as a Special Use; in which case, buildings or uses may be served by parking facilities located on land other than the zoning lot on which the building or use served is located, provided such facilities are within 500 feet walking distance to the use served.

* * * * *

(3a) Bed-and-Breakfast Establishments. One parking space shall be provided for each four sleeping rooms, plus one space for the owner; provided, however, that if this requirement is not met, the off-street parking requirement will be deemed to have been satisfied if the owner of the bed-and-breakfast establishment provides proof that (i) either through ownership, or by contractual relationship with a third party, the establishment's paying customers or guests have access to the required number of off-street parking spaces on a different zoning lot; or (ii) the establishment's paying customers or guests have access to a public parking facility located within a reasonable distance of the establishment.

* * * * *

(Remainder of section is not amended by this ordinance and is not shown here for editorial convenience.)

SECTION 20. Section 3-24-020 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

3-24-020 Definitions -- Construction.

A. For the purpose of this chapter, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed in this section:

* * * * *

4. "Hotel accommodations" means a room or rooms in any building or structure kept, used or maintained as or advertised or held out to the public to be an inn, motel, hotel, apartment hotel, ~~lodging-house~~ lodging house, bed-and-breakfast establishment, dormitory or place, where sleeping, rooming, office, conference or exhibition accommodations are furnished for lease or rent, whether with or without meals, in which seven or more such accommodations are used or maintained for guests, lodgers or roomers.

* * * * *

(Remainder of section is not amended by this ordinance
and is not shown here for editorial convenience.)

SECTION 21. Section 13-64-180 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

13-64-180 Smoke Detectors -- Hotels And Motels And Bed-And-Breakfast Establishments To Provide Smoke Detectors To Serve Hearing Impaired Patrons.

In addition to the smoke detectors required under Section 13-64-140, each hotel and motel and bed-and-breakfast establishment shall provide at least one smoke detector designed to serve hearing impaired persons, for each 50 units or fraction thereof.

* * * * *

(Remainder of section is not amended by this ordinance
and is not shown here for editorial convenience.)

SECTION 22. Section 7-28-240 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

7-28-240 Refuse Removal.

Except in the case of (i) a multiple dwelling containing less than five living units, (ii) a multiple dwelling (other than a condominium, cooperative residential building or townhouse) each living unit of which is individually heated by the tenant and which was receiving city refuse collection on the effective date of this section, or (iii) a townhouse which is in compliance with Seciton 7-28-230 regarding location of refuse containers and the placement of the containers does not constitute a health or safety hazard as determined by the department of streets and sanitation, or (iv) a multiple dwelling licensed as a bed-and-breakfast establishment pursuant to Chapter 4-210 of this code and containing less than five living units unless the department of streets and sanitation determines that the establishment is producing an unreasonable amount of refuse for a building of its size, it shall be the duty of the owner or his agent of every multiple dwelling to cause to be removed at his own cost and expense at least once each week all refuse produced therein.

* * * * *

(Remainder of section is not amended by this ordinance
and is not shown here for editorial convenience.)

SECTION 23. Section 7-28-310 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

7-28-310 Owner Of Business Responsible For Removal When -- Violation --
Penalty.

Every person owning or operating any business establishment, other than a bed-and-breakfast establishment licensed pursuant to Chapter 4-210 of this code unless the department of streets and sanitation determines that the bed-and-breakfast establishment is producing an unreasonable amount of refuse for a building of its size, shall cause sufficient removal and disposition of such refuse and discarded materials at his own expense and in accordance with the provisions of this code and the rules and regulations of the department of health related to the removal and disposition of such refuse and discarded materials unless they are part of a multiple occupational unit where the building owner is required to provide refuse service. Removal must be by licensed scavenger company.

* * * * *

(Remainder of section is not amended by this ordinance
and is not shown here for editorial convenience.)

SECTION 24. Any bed-and-breakfast establishment as defined in Section 1 of this ordinance operating as of January 16, 2003 shall be considered to be a legal zoning use if the establishment has an application for a bed-and-breakfast establishment license on file with the department of revenue as of the effective date of this ordinance.

SECTION 25. This ordinance shall take full force and effect forty-five (45) days after its passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 143 OF
MUNICIPAL CODE OF CHICAGO TO ALLOW MINORS TO
SERVE AS HOST, HOSTESS OR RECEPTIONIST
AT CERTAIN LICENSED LIQUOR
ESTABLISHMENTS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance, introduced by Alderman Patrick O'Connor (which was referred July 29, 2003), to amend Section 4-60 of the Municipal Code of Chicago to allow persons under 21 years of age to act as a host or hostess in a licensed premises where the principal business is the sale of alcoholic liquor, begs leave to recommend that Your Honorable Body Pass the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on August 20, 2003.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulner, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 4-60 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language stricken through as follows:

4-60-143 Additional Restrictions On Hiring Of Persons Under 21 Years Of Age.

(a) Notwithstanding the provisions of subsection (a) of Section 4-60-140, the holder of a valid consumption on premises -- incidental activity license may engage, employ or permit a person under 21 years of age to work on the licensed premises, if the person under 21 years of age has no duties relating to the sale,

dispensing, service or delivery of alcoholic liquor on the premises, and complies with the conditions of paragraph (1), (2), or (3), or (4) of this subsection.

(1) A person under 21 years of age may be engaged, employed or permitted to work as a musician on the premises, but only pursuant to a written contract. A performer so engaged, employed or permitted to work who is 16 to 18 years of age must either be legally emancipated or be accompanied by a parent or legal guardian while on the licensed premises. Any person under 16 years of age so engaged, employed or permitted to work must be accompanied by a parent or legal guardian while on the licensed premises.

(2) If the licensed premises is a sports stadium with a fixed seating capacity of more than 3,000 persons, a person under 21 years of age may be engaged, employed or permitted to work as an usher or as a participant in an exhibition or athletic competition on the premises; or

(3) If the licensed premises is a theater, a person under 21 years of age may be engaged, employed or permitted to work as a performing member of a theatrical company in the theater if no portion of the performance occurs in the lobby area of the theater building.

(4) A person under 21 years of age may be employed or permitted to work as a host or hostess, or a receptionist in a restaurant.

(b) A licensee who engages, employs or permits a person under 21 years of age to work pursuant to subsection (a) of this section shall not assign or permit that person to perform any duties or acts relating to the sale, dispensing, service or delivery of alcoholic liquor on the premises.

(c) A licensee who engages, employs or permits a person under 21 years of age to work as allowed in subsection (a) of this Section 4-60-143 shall be responsible for compliance with the Illinois Child Labor Law in connection with the employment of any person under the age of 16 years. The licensee shall be responsible for assuring that the person so engaged, employed or permitted to work does not consume, obtain or possess alcoholic liquor on the licensed premises.

SECTION 2. This ordinance takes effect thirty (30) days after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 233, SECTION 060 OF
MUNICIPAL CODE OF CHICAGO BY REMOVAL OF THIRTY-
FIFTH WARD FROM PILOT PROGRAM PERMITTING
BOOTING OF VEHICLES ON PRIVATE PROPERTY
BY PRIVATE COMPANIES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance, introduced by Alderman Rey Colón, (which was referred July 29, 2003), amending Section 4-233-060 of the Municipal Code by excluding the 35th Ward in a pilot program permitting the "booting" of vehicles on private property by private firms, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on August 20, 2003.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-233-060 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-233-060 Geographical Restrictions.

No person requiring a license under this chapter shall engage in booting operations at any location that is outside the 1st Ward, 27th Ward, 32nd Ward, 33rd Ward, ~~35th Ward~~, 43rd Ward or 44th Ward, as defined on the effective date of this chapter and as amended during the effective period of this chapter.

SECTION 2. This ordinance shall take effect upon its passage and approval.

AUTHORIZATION FOR ISSUANCE OF ITINERANT MERCHANT AND
TEMPORARY FOOD VENDOR LICENSES, FREE OF CHARGE,
TO PARTICIPANTS IN ROGERS PARK JAZZ SERIES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an order, introduced by Aldermen Joseph Moore, (which was referred on July 29, 2003), directing the Department of Revenue to waive all fees related to the Rogers

Park Jazz Series, begs leave to recommend that Your Honorable Body *Pass* the order which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on August 20, 2003.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the Department of Revenue is hereby authorized and Directed to issue all necessary Itinerant Merchant Licenses and Temporary Food Vendor Licenses, free of charge, to the participants in the Rogers Park Jazz Series to be conducted on West Lunt Avenue, between North Sheridan Road and Lake Michigan, by Ennui Café, 6981 North Sheridan Road and their fiscal agent, DevCorp North, 1448 West Howard Street, for the periods of Friday, August 1, Saturday, August 2 and Sunday, August 4, 2003.

AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT PERMITS
AND LICENSES, FREE OF CHARGE, TO SAINT TARCISSUS
PARISH FOR CONDUCT OF TAR'S FEST.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an order, introduced by Aldermen Patrick Levar, (which was referred on July 29, 2003), directing the Department of Revenue to waive all fees related to the Saint Tarcissus parish "Tar's Fest", begs leave to recommend that Your Honorable Body Pass the order which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on August 20, 2003.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to issue, free of charge, the following permits to Saint Tarcissus parish of 6020 -- 6040 West Ardmore Avenue, in conjunction with their "Tar's Fest" to be held on September 27, 2003, during the hours of 11:00 A.M. to 11:00 P.M.:

1. Food Vendor and Itinerant Merchant Licenses;
2. Street Closure Permits (North Moody Avenue, between West Ardmore Avenue and North Milwaukee Avenue); and
3. Raffle License.

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

**AUTHORIZATION FOR ISSUANCE OF ALL SPECIAL EVENT LICENSES
AND PERMITS, FREE OF CHARGE, TO PARTICIPANTS
IN VARIOUS EVENTS.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed ordinances for the issuance of all necessary special event licenses and permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to participants in various events (referred July 29, 2003). The Committee begs leave to recommend that Your Honorable Body do Pass the proposed ordinance and amended ordinance transmitted herewith on September 3, 2003 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 ordinance and amended ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

Friends Of Bridge School.

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

SECTION 1. That the Commissioners of Buildings, Transportation, Streets and Sanitation, Fire and Water and the Director of Revenue are hereby directed to issue all necessary special event permits, mechanical ride permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Friends of Bridge School, 3800 North New England Avenue, for their Annual Festival to be held September 25 -- 28, 2003 on the premises known as 3800 North New England Avenue.

Said special event shall be used 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.

Misericordia Heart Of Mercy.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Contracts and Permits, the Commissioner of Streets and Sanitation, the Commissioner of Transportation, the Commissioner of Water Management, the Commissioner of Fire, the Director of Special Events and the Director of Revenue are hereby authorized and 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 Misericordia Heart of Mercy, 6300 North Ridge Avenue (all festival participants and applications) for the Misericordia 24th Annual Family Festival, September 7, 2003.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR ISSUANCE OF SPECIFIED LICENSES AND
PERMITS TO PARTICIPANTS IN VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders for the issuance of specified licenses and permits, free of charge, to the participants in various events. The Committee begs leave to recommend that

Your Honorable Body do *Pass* the proposed orders transmitted herewith on September 3, 2003 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

*Food Vendor, Itinerant Merchant Licenses
And Street Closure Permit.*

Immaculate Conception Festival.

Ordered, That the Director of the Department of Revenue issue the following licenses and/or permits, free of charge, to the Immaculate Conception Church/Father Thomas Keys, 2745 West 44th Street, for the conduct of their Immaculate Conception Festival, to be held on August 23, 2003, from the hours of 4:00 P.M. to 12:00 Midnight. The affair is to be held on the church grounds:

Food Vendor Licenses;
Itinerant Merchant Licenses; and
Permit and Street Closure.

*Food Vendor, Itinerant Merchant, Liquor Licenses
And Street Closure Permits.*

"The Crush In Old Town".

Ordered, That the Director of the City Department of Revenue issue, free of charge, the following licenses and permits to the participants in "The Crush in Old Town" sponsored by the Old Town Merchants & Residents Association, 1520 North Wells Street and benefitting Y-ME Breast Cancer Organization, to be held on North Wells Street, between West North Avenue and West Evergreen Avenue, on Saturday, September 13, 2003, from 11:00 A.M. to 10:00 P.M.:

Food Vendor Licenses;
Itinerant Merchant Licenses;
Liquor Licenses; and
Permit and Street Closure.

*Food Vendor, Itinerant Merchant, Raffle Licenses
And Street Closure Permits.*

*Assumption Church One Hundredth
Anniversary Church Picnic.*

Ordered, That the Director of the Department of Revenue issue the following

licenses and/or permits, free of charge, to the Assumption Church/Margie Sanchez, for the conduct of their 100th Anniversary Church Picnic to be held on their premises located at 2434 South California Avenue and the parkway alongside the church on South Marshall Boulevard, Saturday, August 10, 2003, during the hours of 1:00 P.M. to 6:00 P.M.:

- Food Vendor Licenses;
- Itinerant Merchant Licenses;
- Raffle Licenses; and
- Permit and Street Closure.

*Food Vendor, Itinerant Merchant Licenses, Street Closure
And Tent Erection Permits.*

African Festival Of The Arts.

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 29 through September 1, 2003, from 10:00 A.M. to 10:30 P.M., daily:

- Food Vendor Licenses;
- Itinerant Merchant Licenses;
- Street Closure Permit; and
- Tent Erection Permit.

Food Vendor, Itinerant Merchant, Raffle Licenses, Street Closure, Special Event And Tent Permits.

Saint Patrick High School October Fest.

Ordered, That the Director of the City Department of Revenue issue, free of charge, the following licenses and/or permits to the participants in the Saint Patrick High School October Fest, 5900 West Belmont Avenue, to be held for the period beginning October 3 and ending October 4, 2003, on the 5900 West Belmont Avenue parking lot:

Food Vendor and Itinerant Merchant Licenses;
(for the period of October 3 to October 4, 2003)

Raffle Licenses;

Special Event Permits;

Tent Erection Permits; and

Street Closure Permits.

Street Closure Permits.

Rogers Park Jazz Series.

Ordered, That the Commissioner of the Department of Transportation is hereby authorized and directed to issue all necessary street closing permits, free of charge, to participants in the Rogers Park Jazz Series to be conducted on West Lunt Avenue, between North Sheridan Road and Lake Michigan, by Ennui Cafe, 6981 North Sheridan Road and their fiscal agent, DevCorp North, 1448 West Howard Street, for the period of Friday, August 1; Saturday, August 2; and Sunday, August 4, 2003.

AUTHORIZATION FOR WAIVER OF SPECIFIED
FEES IN CONJUNCTION WITH
VARIOUS SPECIAL EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September, 4, 2003.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed ordinances and orders for fee waivers (referred July 29, 2003). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinances and orders which were transmitted herewith on September 3, 2003 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 and orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen, Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances and orders as passed (the italic heading in each case not being a part of the ordinance or order):

Canopy And Tent Installation Fees.

Jazz Festival.

Ordered, That the Director of the Department of Buildings is hereby advised and directed to waive the fees for the installation of canopies and tent(s) for the Jazz Festival, which will take place August 28, 2003 through August 31, 2003 in Grant Park, hosted by the Mayor's Office of Special Events.

Viva Chicago, The Latin Music Festival.

Ordered, That the Commissioner of the Department of Buildings is hereby advised and directed to waive the fees in connection with the installation of canopies and tent(s) for Viva Chicago, The Latin Music Festival to take place on August 23 and August 24, 2003, 8:00 A.M. to 9:30 P.M. (each day), at East Jackson Boulevard and South Columbus Drive, hosted by the Mayor's Office of Special Events.

Food Vendor And Itinerant Merchant License Fees.

Italian Market Festival.

Ordered, That the Director of the Department of Revenue is hereby advised and directed to waive the Itinerant Merchant License fees and Food Vendor License fees in connection with the Italian Market Festival to take place beginning September 29 through October 3, 2003, from 10:00 A.M. to 6:00 P.M., Monday through Thursday and 10:00 A.M. to 2:00 P.M. on Friday, at Block 37, at West Washington,

North Dearborn and North State Streets, hosted by The Italian American Chamber of Commerce, 30 South Michigan Avenue, 60603.

Jazz Festival.

Ordered, That the Director of the Department of Revenue is hereby advised and directed to waive the Itinerant Merchant License fees and Food Vendor License fees in connection with the Jazz Festival to take place in Grant Park on August 28, 2003 through August 31, 2003, from 11:00 A.M. to 9:00 P.M. (each day), hosted by the Mayor's Office of Special Events.

Magnificent Mile Lights Festival.

Ordered, That the Director of the Department of Revenue is hereby advised and directed to waive the Itinerant Merchant License fees and Food Vendor License fees in connection with the Magnificent Mile Lights Festival to take place on November 22 and November 23, 2003, from 10:00 A.M. until 7:30 P.M. (each day) on Oak Street to the Chicago River along Michigan Avenue, hosted by The Greater North Michigan Avenue Association.

Resurrection Summerfest.

Ordered, That the Director of Revenue waive the Food Vendor License fees and the Itinerant Merchant License fees for the Resurrection Summerfest street fair to be held on North Seminary Avenue, from West School Street to West Roscoe Street on Saturday, August 16, 2003 and sponsored by Resurrection Lutheran Church.

Viva Chicago.

Ordered, That the Director of the Department of Revenue is hereby advised and directed to waive the Itinerant Merchant License fees and Food Vendor License fees in connection with Viva Chicago to take place in Grant Park on August 23, 2003 through August 24, 2003, from 8:00 A.M. to 9:30 P.M. (each day) hosted by the Mayor's Office of Special Events.

*Food Vendor, Itinerant Merchant License
And Street Closure Permit Fees.*

Riis Park Carnival.

Ordered, That the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees, Food Vendor License fees, Street Closure Permit fees and any permit fees in connection with the Riis Park Carnival/Community Action Council/Brenda Smith, President, 2708 West Washington Boulevard.

The event will take place on 6100 West Fullerton Avenue inside of Riis Park on Wednesday, August 27, 2003, from 12:00 P.M. through 9:00 P.M.; Thursday, August 28, 2003, from 12:00 P.M. through 9:00 P.M.; Friday, August 29, 2003, from 12:00 P.M. through 9:00 P.M.; Saturday, August 30, 2003, from 12:00 P.M. through 9:00 P.M.; Sunday, August 31, 2003, from 12:00 P.M. through 9:00 P.M.; and Monday, September 1, 2003, from 12:00 P.M. through 9:00 P.M.

*Food Vendor License And Street
Closure Permit Fees.*

Saint Agnes Church Augustfest 2003.

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

SECTION 1. That the Director of the Department of Revenue and the Commissioner of the Department of Transportation of the City of Chicago are hereby authorized and directed to waive the Street Closure Permit fees and Food Vendor License fees for all of the participants in the Saint Agnes Church Augustfest 2003, to be held August 13 through August 17, 2003 on South Central Park Avenue, from West 26th Street to West 27th Street.

This event is sponsored by Saint Agnes Church, 2651 South Central Park Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Parade Permit Fee.

*Twenty-Fourth Ward Back To
School Summerfest 2003.*

Ordered, That the Commissioner of the Department of Transportation is hereby advised and directed to waive the Parade Permit fee in connection with the 24th Ward Back to School Summerfest 2003 to take place in Douglas Park, 1401 South Sacramento Drive (inside running track), Saturday, August 16, 2003, 10:00 A.M. through 6:00 P.M., hosted by Community In Action, Inc.

Raffle License Fees.

Saint Barnabas Parish Raffle.

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

SECTION 1. That the Director of Revenue is hereby authorized to waive the Raffle License fees related to Saint Barnabas parish, 10134 South Longwood Drive, Account Number 38943, in the amount of \$100.00; raffle dates: October 18, 2003 and March 18, 2004.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

*Special Event, Food Vendor License, Mechanical
Rides, Tent And Street Closure Permit Fees.*

Fiesta Boricua.

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

SECTION 1. That the Director of Revenue and the Commissioner of Transportation are hereby directed to waive Special Event, Food Vendor License, Mechanical Rides, Tent fees and Street Closure fees in conjunction with Fiesta Boricua sponsored by the Puerto Rican Cultural Center, Chicago, Illinois, to be held on August 31, 2003 on West Division Street, from North Western Avenue to North Mozart Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

PERMISSION GRANTED FOR CONDUCT OF FESTIVAL DE COLORES
AND AUTHORIZATION FOR WAIVER OF ASSOCIATED
LICENSE AND PERMIT FEES.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration a direct introduction to the Committee to waive the Street Closure Permit fees, Itinerant Merchant License fees, Electric Permit fees and Food Vendor License fees for the participants in the Festival De Colores/47th Street Chamber of Commerce for the conduct of a festival on South Western Avenue, from West 43rd Street to West 47th Street, during the hours of 12:00 Noon to 10:00 P.M., from Friday, August 29, 2003 to Monday, September 1, 2003 in the 12th Ward. The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed order which was transmitted herewith on September 3, 2003 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give permission to Festival De Colores/47th Street Chamber of Commerce for the conduct of a festival on South Western Avenue, from West 43rd Street to West 47th Street, during the hours of 12:00 Noon to 10:00 P.M., from Friday, August 29, 2003 to Monday, September 1, 2003, and to waive the following

permit and license fees: Street Closure Permit fees, Electric Permit fees, Food Vendor License fees and Itinerant Merchant License fees.

PERMISSION GRANTED TO SPECIFIED APPLICANTS
FOR CONDUCT OF SIDEWALK SALES.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders to grant permission to specified applicants for the conduct of sidewalk sales at various locations (referred July 29, 2003). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on September 3, 2003 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Mr. Robert Alcalá/Alcalá's Western Wear.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give permission to Robert Alcalá/Alcalá's Western Wear, 1733 West Chicago Avenue, to hold a sidewalk sale during the hours of 9:00 A.M. through 7:00 P.M. on the following days: Friday, August 29, 2003; Saturday, August 30, 2003; Sunday, August 31, 2003; and Monday, September 1, 2003. The sidewalk sale will be held at 1729 to 1737 West Chicago Avenue.

Mr. Scott Niekelski/Emporium Luggage.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give permission to Scott Niekelski/Emporium Luggage, 128 North LaSalle Street, for the conduct of a sidewalk sale in front of 128 North LaSalle Street during the hours of 8:00 A.M. to 5:00 P.M. on the following days: Thursday, August 21, 2003 and Friday, August 22, 2003.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170(a) OF
MUNICIPAL CODE OF CHICAGO TO ALLOW PARKING OF
PICKUP TRUCKS OR VANS ON RESIDENTIAL
STREETS WITHIN THIRTY-FIFTH WARD.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 29, 2003) a proposed ordinance to amend Title 9, Chapter 64, Section 170(a) Large Vehicles -- Parking Restricted by adding the 35th Ward (to allow the parking of pickup trucks or vans weighing under 4,500 pounds).

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Title 9, Chapter 64, Section 170 (a) of the Municipal Code of Chicago is hereby amended by adding the underscored language, as follows:

9-64-170 Large Vehicles -- Parking Restricted.

(a) It shall be unlawful to park any truck, tractor, semitrailer, trailer, recreational vehicle more than 22 feet in length, self contained motor home, bus, taxi cab or livery vehicle on any residential street for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicle, except that a driver of a bus may park the bus in a designated bus stand as authorized elsewhere in the traffic code; provided, however, that in the 1st, 9th, 10th, 12th, 13th, 14th, 15th, 16th, 18th, 19th, 21st, 22nd, 23rd, 26th, 28th, 29th, 32nd, 33rd, 35th, 37th, 40th, 42nd, 43rd, 46th, 49th and 50th wards this prohibition shall not apply to the owner of a pickup truck or van weighing under 4,500 pounds who has no outstanding parking violations, when such vehicle is parked at the curb adjacent to the owner's place of residence and the vehicle bears a valid and current city vehicle tax sticker and a special parking permit issued in accordance with this subsection. In the 15th and 46th wards this prohibition also shall not apply to the owner of a taxicab who has no outstanding parking violations, when such vehicle is not in service, when the vehicle is parked at the curb adjacent to the owner's place of residence and when the vehicle bears a valid and current city vehicle tax sticker and a special permit issued in accordance with this subsection. The owner shall apply for a permit for such parking from the alderman of the ward in which he or she resides. The parking administrator shall issue a permit upon receipt of a completed application, payment of a \$30.00 annual fee, and upon passage and publication of a city council order authorizing the issuance of the permit. A permit issued under this subsection shall be valid until the thirtieth of June following the date of issuance and there shall be a proration of the permit fee. The permit shall be affixed without the use of supplemental adhesives to the inside of the windshield of the vehicle, directly above the city vehicle tax sticker. If a residential parking zone restriction is in effect at the owner's place of residence, a residential parking permit shall also be required in accordance with Section 9-64-090. A violator of this subsection shall be subject to a fine of \$25.00.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

AMENDMENT OF TITLES 2 AND 9 OF MUNICIPAL CODE OF
CHICAGO RELATING TO IMPOUNDMENT OF MOTOR
VEHICLES INVOLVED IN DRAG RACING.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 9, 2003) a proposed ordinance amending Titles 9-4, 9-12 and 9-92 of the Municipal Code of the City of Chicago, with regards to "Drag Racing", begs leave to recommend that Your Honorable Body do *Pass* the ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with one dissenting vote.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, In various areas of the City of Chicago, drag racing is held on streets of the City; and

WHEREAS, Drag racing is dangerous not only to the participants but also to the public at large; and

WHEREAS, A tool not available to the Chicago Police Department is the towing of the vehicles involved in a drag race; and

WHEREAS, The towing of the vehicles involved in a drag race will impact the incidence of drag racing within the City of Chicago; now, therefore,

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

SECTION 1. Chapters 9-4, 9-12 and 2-14 of the Municipal Code of the City of Chicago are hereby amended by inserting the language or numbers underscored as follows:

* * * * *

9-4-010

"Drag Racing" means the act of two or more individuals competing or racing on any street or highway in a situation in which one of the motor vehicles is beside or to the rear of a motor vehicle operated by a competing driver and the one driver attempts to prevent the competing driver from passing or overtaking, either by acceleration or maneuver, or one or more individuals competing in a race against time on any street or highway.

* * * * *

9-12-090

Any person who, as an operator of a motor vehicle, is a participant in drag racing

shall be subject to vehicle impoundment under Section 2-14-132.

2-14-132 Impoundment.

(1) Whenever the owner of a vehicle seized or impounded pursuant to Sections 3-46-076, 4-68-195, 7-24-225, 7-24-226, 7-28-440, 8-8-060, 8-16-020, 8-20-015, 9-12-090, 9-80-220, 9-92-035, 9-112-55, 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 15 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 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 the applicable state or federal forfeiture law.

* * * * *

SECTION 2. This ordinance shall be effective upon passage and publication.

ESTABLISHMENT OF SOLDIER FIELD NEIGHBORHOOD
PERMIT PARKING PROGRAM.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 29, 2003) a proposed ordinance establishing the Soldier Field Neighborhood Permit Parking Program, begs leave to recommend that Your Honorable Body do Pass the substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with one dissenting vote.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is home to the Chicago Bears football team, an original member of the National Football League and one of the most popular franchises in sports; and

WHEREAS, The Chicago Bears play their home games in the newly constructed Soldier Field, which will accommodate thousands of loyal fans and visitors, and is located on the Near South Side; and

WHEREAS, Chicago's South Loop and Near South Side have undergone, and continue to undergo, a renaissance of residential development, making this area home to thousands of new families; and

WHEREAS, Despite ample public parking nearby and the availability of shuttle buses to bring them from nearby parking lots to Soldier Field, many football fans choose to park their personal vehicles on residential streets near Soldier Field on football game days; and

WHEREAS, Many of these same fans engage in so-called "tailgate" parties prior to and after football games. During these parties they set up chairs, tables and barbecue grills on the street or sidewalk, they cook and consume food on the street and sidewalk, some consume alcoholic beverages on the public way, and some throw and kick footballs up and down the street; and

WHEREAS, The additional traffic on residential streets during football game days and the conduct of some fans disrupt the residential communities near Soldier Field; and

WHEREAS, It is necessary and desirable to protect Chicago's communities from disruption and disturbance; now, therefore,

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

SECTION 1. A neighborhood permit parking program is hereby established within the area surrounding Soldier Field as set out below. The operation of the neighborhood permit parking program shall be limited to the hours between 9:00 A.M. and 8:00 P.M. on Sundays and 5:00 P.M. to 12:00 Midnight on Mondays that Chicago Bears football games are played at Soldier Field. During the hours that the program is in effect, parking on residential streets within the program area shall be restricted to vehicles bearing the appropriate neighborhood parking permit issued in accordance with Section 3 of this ordinance.

SECTION 2. The Soldier Field neighborhood permit parking program shall include all blocks of any residential street in an R1 through R5 zoning district located in the area bounded on the north by the north side of Roosevelt Road; on the west by the west side of Clark Street; on the south by the Stevenson Expressway (Interstate Highway 55); and on the east by Lake Michigan. For purposes of this ordinance, a "residential street" shall be defined in 9-4-010 of the Municipal Code of the City of Chicago.

A vehicle bearing a resident parking permit for the program area shall be authorized to park in the zone during the hours the program is in effect. Single day resident guest parking permits shall only be valid the date indicated on the face of the guest parking permit.

SECTION 3. The Department of Revenue shall administer the distribution of resident parking and single day resident guest parking permits, without charge, to residents of the program area. A resident parking permit is not transferable and shall be valid only when affixed to the vehicle to which it was assigned. No resident parking permit shall be issued to a person owning a vehicle eligible for immobilization pursuant to Section 9-100-120 of the Municipal Code of Chicago. No resident parking permit shall be issued to a vehicle unless the vehicle also displays a city vehicle sticker. Residents of the program area may not display guest

permits on their vehicles in lieu of obtaining a current city vehicle sticker as required by this section.

SECTION 4. The Commissioner of Transportation shall cause the placement, erection and maintenance of signs indicating neighborhood permit parking only and the times when such regulations shall be effective, and identifying such area as a tow zone during the hours the restrictions are in effect.

SECTION 5. It shall be unlawful to park any unauthorized vehicle in violation of signs erected and maintained pursuant to Section 4 of this ordinance. A violation of this section shall be deemed a violation of Section 9-64-090 and shall be subject to a fine pursuant to Section 9-100-020(b). In addition, any vehicle parked in violation of this section shall be subject to an immediate tow and impoundment as provided by Section 9-92-030.

SECTION 6. This ordinance shall take effect upon its passage and approval.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 9, May 7, June 4, July 9 and 29, 2003) 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours indicated:

Ward	Location
15	South Kedzie Avenue (east side) from a point 30 feet north of West 63 rd Street, to a point 25 feet north thereof -- no parking/loading zone -- 9:00 A.M. to 9:00 P.M. -- Monday through Sunday -- tow-away zone (03-00520226);
18	South Honore Street (east side) from a point 250 feet south of West 80 th Street, to a point 25 feet south thereof -- no parking/loading zone -- 7:00 A.M. to 4:00 P.M. -- Monday through Saturday -- tow-away zone (03-00520279);

Ward	Location
25	South Wolcott Avenue (east side) from a point 30 feet north of West 21 st Street, to a point 70 feet north thereof -- loading zone -- 5:00 A.M. to 2:00 P.M. -- tow-away zone (03-00919880);
25	West 18 th Street (south side) from a point 178 feet west of South Damen Avenue, to a point 88 feet west thereof -- no parking/loading zone -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday -- tow-away zone (03-00919893);
27	West Lake Street (south side) from a point 185 feet west of North Elizabeth Street, to a point 40 feet west thereof -- 15 minute loading zone, vehicles must have lights flashing -- 7:00 A.M. to 1:00 A.M. -- tow-away zone (03-01179189);
27	West Randolph Street (north side) from a point 130 feet west of North Halsted Street, to a point 50 feet west thereof -- no parking/loading zone -- tow-away zone (03-01187125);
27	West Grand Avenue (south side) from a point 20 feet east of North May Street, to a point 25 feet east thereof -- no parking/loading zone -- 10:00 A.M. to 12:00 A.M. -- tow-away zone (03-01179072);
28	North Karlov Avenue (west side) from a point 30 feet north of West Madison Street, to a point 75 feet north thereof -- no parking/loading zone -- 8:00 A.M. to 10:00 P.M. -- tow-away zone (03-01179392);

Ward	Location
28	West Madison Street (north side) from a point 155 feet east of South Springfield Avenue, to a point 20 feet east thereof -- loading zone -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday -- tow-away zone (03-01179688);
30	West Armitage Avenue (north side) from a point 230 feet west of North Kildare Avenue, to a point 50 feet west thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 6:00 A.M. to 6:00 P.M. (03-00732758);
31	West Armitage Avenue (north side) from a point 130 feet east of North Cicero Avenue, to a point 50 feet east thereof -- no parking/loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday -- tow-away zone (03-01180808);
32	West Weed Street (north side) from North Kingsbury Street to the Chicago River -- no parking/loading zone -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone (03-00952004);
33	North Mozart Street, from a point 30 feet south of West Irving Park Road, to a point 55 feet south thereof -- no parking/loading zone/tow-away zone -- 8:00 A.M. to 4:00 P.M. -- Wednesday and Thursday (03-00541913);
40	5514 North Kedzie Avenue (west side) from a point 130 feet north of West Catalpa Avenue, to a point 38 feet north thereof -- loading zone -- 7:30 A.M. to 4:00 P.M. -- Monday through Friday (03-00741345);

Ward	Location
42	North Rush Street (west side) from a point 20 feet north of East Pearson Street, to a point 60 feet north thereof -- no parking/loading zone -- 8:00 A.M. to 10:00 P.M. -- Monday through Friday and 8:00 A.M. to 7:00 P.M. -- Saturday -- tow-away zone (03-00963580);
42	East Erie Street (south side) from a point 138 feet east of North State Street, to a point 32 feet east thereof -- no parking/loading zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday -- tow-away zone (03-01187567);
42	West Ohio Street (south side) from a point 30 feet west of North Wells Street, to a point 34 feet west thereof -- 15 minute loading zone -- vehicles must have lights flashing -- 9:30 A.M. to 11:00 P.M. -- tow-away zone (03-01187713);
42	North (upper) Wacker Drive (east side) from a point 99 feet north of West Madison Street, to a point 42 feet north thereof -- no parking/loading zone -- 11:00 A.M. to 11:00 P.M. -- tow-away zone (03-01345228);
42	North State Street (east side) from a point 20 feet north of East Ontario Street, to a point 118 feet north thereof -- 15 minute loading zone -- vehicles must have lights flashing -- 5:00 A.M. to 1:00 A.M. -- all days (03-01187062);
42	West Grand Avenue (north side) from a point 60 feet west of North State Street, to a point 109 feet west thereof -- no parking/loading zone/tow-away zone;

Ward	Location
43	East Goethe Street (south side) 96 feet west of North Stone Street, to a point 30 feet west thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (03-01188317);
43	North Clark Street (west side) from a point 50 feet south of West Drummond Place, to a point 23 feet south thereof -- no parking/loading zone -- 5:00 P.M. to 12:00 P.M. -- tow-away zone (03-00743099);
43	West Diversey Parkway (south side) from a point 80 feet west of North Hampden Court, to a point 20 feet west thereof -- no parking/loading zone -- 5:00 P.M. to 12:00 A.M. -- tow-away zone (03-00556705);
44	North Clark Street (east side) from a point 62 feet south of West Newport Avenue, to a point 53 feet south thereof -- no parking/loading zone -- 9:00 A.M. to 12:00 Midnight -- tow-away zone (03-01188497);
46	North Clark Street (west side) from a point 20 feet north of West Winnemac Avenue, to a point 25 feet north thereof -- no parking/loading zone -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone (03-00558369);
47	North Clark Street (west side) from a point 20 feet south of West Pensacola Avenue, to a point 25 feet south thereof -- no parking/loading zone -- 9:00 A.M. to 3:00 P.M. -- Sunday (03-00988052);

Ward	Location
50	North Oakley Avenue (west side) from a point 279 feet south of West Granville Avenue, to a point 28 feet south thereof -- disabled loading zone -- 6:00 A.M. to 4:00 P.M. -- Monday through Friday -- tow-away zone (03-0988813);
50	West Devon Avenue (north side) from a point 59 feet east of North Maplewood Avenue, to a point 41 feet east thereof -- no parking/loading zone -- 10:00 A.M. to 10:30 P.M. -- tow-away zone (03-01196573);
50	North Artesian Avenue (west side) from a point 20 feet north of West Granville Avenue, to a point 50 feet north thereof -- disabled loading zone -- 6:00 A.M. to 10:00 P.M. -- tow-away zone (03-01196528).

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. Repeal ordinance passed May 2, 2001 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 57768) which reads:

"North Sacramento Boulevard (west side) from a point 20 feet south of North Elston Avenue, to a point 55 feet south thereof -- no parking loading/zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday"

by striking the above (03-00541863) (33rd Ward).

SECTION 2. Amend ordinance passed July 2, 1997 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 48076) which reads:

"North Oliphant Avenue (east side) from a point 20 feet north of Northwest Highway, to a point 20 feet north thereof -- no parking/loading zone -- 4:00 P.M. to 11:00 P.M. -- tow-away zone"

by striking:

"4:00 P.M."

and inserting in lieu thereof:

"11:00 A.M." (03-00550077) (41st Ward).

SECTION 3. Amend ordinance passed July 14, 1993 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 35549) which reads:

"East River Drive (north side) from a point 30 feet east of North New Street, to a point 35 feet east thereof -- 30 minute loading zone -- use flashing lights -- tow-away zone"

by striking:

"30 minute loading zone -- use flashing lights -- tow-away zone"

and inserting in lieu thereof:

"no parking/loading zone/tow-away zone" (03-01187385) (42nd Ward).

SECTION 4. Amend ordinance passed July 10, 1996 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 25136) which reads:

"North Rush Street (east side) from a point 50 feet north of East Walton Street, to a point 35 feet north thereof -- no parking/loading zone/tow-away zone -- 11:30 A.M. to 2:00 A.M."

by striking:

"2:00 A.M."

and inserting in lieu thereof:

"5:30 A.M." (03-00962522) (42nd Ward).

SECTION 5. Amend ordinance passed July 29, 1992 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 20116) which reads:

"North Lincoln Park West (west side) from a point 191 feet south of West Webster Avenue, to a point 53 feet south thereof -- no parking/loading zone -- 6:00 P.M. to 12:00 Midnight"

by striking:

"6:00 P.M. to 12:00 Midnight"

and inserting in lieu thereof:

"7:30 A.M. to 5:30 P.M. -- Monday through Friday -- tow-away zone" (03-01188279) (43rd Ward).

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING
METER AREAS AT SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 9, 2003) proposed ordinances to establish and amend parking meters 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Parking Meter Areas.

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

SECTION 1. Pursuant to Title 9, Chapter 4, Section 200 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to establish parking meter areas, as follows:

Ward	Location And Limitations
42	North Orleans Street (east side) from West Kinzie Street to West Hubbard Street -- 25 cents for 15 minutes -- two hour limit -- 6:00 A.M. to 9:00 P.M. -- Monday through Saturday;
42	West Chicago Avenue (south side) from North Kingsbury Street to North Franklin Street -- 25 cents for 15 minutes -- two hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday;
42	414 North State Street -- 25 cents for 15 minutes -- two hour limit -- 9:00 A.M. to 9:00 P.M. -- Monday through Friday;
44	North Halsted Street (both sides) from West Diversey Avenue to West Belmont Avenue -- 25 cents per hour -- Monday through Saturday;
44	North Sheffield Avenue (both sides) from West Diversey Avenue to West Belmont Avenue -- 25 cents per hour -- Monday through Saturday;
44	West Roscoe Street (both sides) from North Southport Avenue to the alley west thereof -- 25 cents per hour -- Monday through Saturday;
44	West Cornelia Avenue (both sides) from North Southport Avenue to the alley west thereof -- 25 cents per hour -- Monday through Saturday;
44	West School Street, from North Southport Avenue to the alley west thereof -- 25 cents per hour -- Monday through Saturday;

Ward	Location And Limitations
44	West Wellington Avenue (both sides) from North Sheffield Avenue to North Mildred Avenue -- 25 cents per hour -- Monday through Saturday;
44	West Roscoe Street, from North Southport Avenue to the alley west thereof -- 25 cents per hour -- Monday through Saturday;
44	West Belmont Avenue (both sides) from North Racine Avenue to North Greenview Avenue -- 25 cents per hour -- Monday through Saturday;
44	North Southport Avenue (both sides) from West Belmont Avenue to West Addison Street -- 25 cents per hour -- Monday through Saturday;
44	West Henderson Street (both sides) from North Southport Avenue to the alley west thereof -- 25 cents per hour -- Monday through Saturday;
47	Chicago parking lot located at northwest corner of North Lincoln Avenue and West Berenice Avenue -- 6:00 A.M. to 12:00 Midnight -- all days.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Of Parking Meter.

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

SECTION 1. Removal of Parking Meter Number 2577 from North Lincoln Avenue (43rd Ward).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT
ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 7, 2003) 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schalter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Amend ordinance passed September 26, 1956 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 3302) which reads:

"North Natoma Avenue, from West Armitage Avenue to West North Avenue"

by striking:

"West North Avenue"

and inserting in lieu thereof:

"first alley north of West North Avenue -- southerly" (36th Ward) (03-00739523).

SECTION 2. Amend the ordinance heretofore passed which established single direction traffic on North Rush Street, between East Pearson Street and East Chicago Avenue, by repealing the movement of single direction traffic (42nd Ward).

SECTION 3. Amend the ordinance heretofore passed which established single direction traffic on East Pearson Street, between North Little Michigan Avenue and North Rush Street, by repealing the movement of single direction traffic (42nd Ward).

SECTION 4. 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, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 9, May 7, June 4, July 9 and 29, 2003) 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 ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

*Establishment Of Parking Prohibition At All Times.
(Except For Disabled)*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways, as indicated:

Ward	Location
3	At 4742 South Forestville Avenue -- Disabled Parking Permit 27084;
3	At 5534 South Wells Street -- Disabled Parking Permit 27474;
5	At 1709 East 68 th Street (signs to be posed on east end) Disabled Parking Permit 36619;
5	At 5534 South South Shore Drive -- Disabled Parking Permit 33718;
5	At 7655 South Dante Avenue -- Disabled Parking Permit 33105;
6	At 7539 South Champlain Avenue -- Disabled Parking Permit 37830;
6	At 7652 South Langley Avenue -- Disabled Parking Permit 34534;
8	At 7743 South Merrill Avenue -- Disabled Parking Permit 37865;
8	At 8133 South Ellis Avenue -- Disabled Parking Permit 38042;

Ward	Location
9	At 10414 South Calumet Avenue -- Disabled Parking Permit 37022;
11	At 3127 South Union Avenue -- Disabled Parking Permit 37423;
11	At 3129 South Union Avenue -- Disabled Parking Permit 36599;
13	At 6400 South Kedvale Avenue -- Disabled Parking Permit 34238;
13	At 5707 South Kenneth Avenue -- Disabled Parking Permit 37390;
14	At 4813 South Komensky Avenue -- Disabled Parking Permit 31307;
14	At 4515 South Sacramento Avenue -- Disabled Parking Permit 35917;
15	At 6550 South Bell Avenue -- Disabled Parking Permit 35876;
15	At 5540 South Honore Street -- Disabled Parking Permit 37729;
16	At 5653 South May Street -- Disabled Parking Permit 36067;
16	At 5813 South Morgan Street -- Disabled Parking Permit 38055;
16	At 5816 South Bishop Street -- Disabled Parking Permit 36079;
17	At 7743 South Throop Street -- Disabled Parking Permit 33805;
17	At 7701 South Sangamon Street -- Disabled Parking Permit 36200;

Ward	Location
17	At 7840 South Laflin Street -- Disabled Parking Permit 36227;
17	At 7227 South Honore Street -- Disabled Parking Permit 28457;
17	At 7001 South Throop Street -- Disabled Parking Permit 33817;
17	At 7749 South Carpenter Street -- Disabled Parking Permit 38027;
17	At 7337 South Seeley Avenue -- Disabled Parking Permit 37751;
17	At 7310 South Seeley Avenue -- Disabled Parking Permit 36361;
17	At 7159 South May Street -- Disabled Parking Permit 36369;
17	At 1333 West 72 nd Street -- Disabled Parking Permit 37734;
20	At 6529 South Harvard Avenue -- Disabled Parking Permit 36115;
20	At 5626 South Green Street -- Disabled Parking Permit 30646;
21	At 9347 -- 9349 South Parnell Avenue -- Disabled Parking Permit 37275;
21	At 9635 South Wallace Street -- Disabled Parking Permit 37286;
21	At 8722 South Throop Street -- Disabled Parking Permit 33285;
21	At 8732 South Sangamon Street -- Disabled Parking Permit 34686;

Ward	Location
21	At 8610 South Wallace Street -- Disabled Parking Permit 33918;
21	At 8019 South May Street -- Disabled Parking Permit 36215;
21	At 9045 South Abbott Avenue -- Disabled Parking Permit 37736;
23	At 4912 South Kildare Avenue -- Disabled Parking Permit 37985;
24	At 749 South Kenneth Avenue -- Disabled Parking Permit 37749;
24	At 823 South Keeler Avenue -- Disabled Parking Permit 34208;
24	At 1515 South Ridgeway Avenue -- Disabled Parking Permit 35316;
25	At 1840 West 21 st Place -- Disabled Parking Permit 37156;
25	At 2230 South Wood Street -- Disabled Parking Permit 35320;
25	At 221 West Alexander Street -- Disabled Parking Permit 30120;
26	At 1637 North Troy Street -- Disabled Parking Permit 35819;
27	At 826 North Avers Avenue -- Disabled Parking Permit 36145;
28	At 2651 West 21 st Street -- Disabled Parking Permit 37899;
29	At 6124 West Nelson Street -- Disabled Parking Permit 37301;

Ward	Location
29	West Madison Street (north side) from a point 100 feet west of North Central Avenue, to a point 25 feet west thereof -- reserved disabled parking (03-00946173);
31	At 4855 West Wolfram Street -- Disabled Parking Permit 35743;
31	At 3137 North Kilbourn Avenue -- Disabled Parking Permit 37048;
31	At 4023 West Oakdale Avenue -- Disabled Parking Permit 37052;
31	At 5220 West Schubert Avenue -- Disabled Parking Permit 37034;
32	At 3214 North Hoyne Avenue -- Disabled Parking Permit 38051;
33	At 4420 North Albany Avenue -- Disabled Parking Permit 37772;
34	At 106 West 113 th Place -- Disabled Parking Permit 35192;
34	At 10626 South Parnell Avenue -- Disabled Parking Permit 35187;
34	At 1357 West 112 th Street -- Disabled Parking Permit 33089;
34	At 1146 West 110 th Place -- Disabled Parking Permit 37560;
34	At 112 West 110 th Place -- Disabled Parking Permit 37588;
37	At 4821 West Walton Street -- Disabled Parking Permit 34107;

Ward	Location
37	At 4913 West Hirsch Street -- Disabled Parking Permit 34794;
37	At 4955 West Ohio Street -- Disabled Parking Permit 34793;
37	At 807 North Lorel Avenue -- Disabled Parking Permit 36320;
37	At 5152 West Concord Place -- Disabled Parking Permit 36324;
44	At 3434 North Elaine Place -- Disabled Parking Permit 37328;
46	At 4250 North Marine Drive -- Disabled Parking Permit 32934;
49	At 1709 West Juneway Terrace -- Disabled Parking Permit 28730;
50	At 2900 West Sherwin Avenue -- Disabled Parking Permit 37620;
50	At 6222 North Lawndale Avenue -- Disabled Parking Permit 37622;
50	At 6124 North Richmond Street -- Disabled Parking Permit 27869.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. Removal of Disabled Parking Permit 26035 signs located at 4329 South Dr. Martin Luther King, Jr. Drive (3rd Ward).

SECTION 2. Removal of Disabled Parking Permit 27066 signs located at 1008 West 47th Place (3rd Ward).

SECTION 3. Removal of Disabled Parking Permit 7941 signs located at 4711 South Wabash Avenue (3rd Ward).

SECTION 4. Removal of Disabled Parking Permit 25037 signs located at 1118 East 46th Street (4th Ward).

SECTION 5. Removal of Disabled Parking Permit 18128 signs located at 8733 South Michigan Avenue (6th Ward).

SECTION 6. Removal of Disabled Parking Permit 13698 signs located at 7632 South Calumet Avenue (6th Ward).

SECTION 7. Removal of Disabled Parking Permit 16759 signs located at 7511 South Wabash Avenue (6th Ward).

SECTION 8. Removal of Disabled Parking Permit 14362 signs located at 9413 South Prairie Avenue (6th Ward).

SECTION 9. Removal of disabled permit parking signs located at 9428 South Calumet Avenue (6th Ward).

SECTION 10. Removal of Disabled Parking Permit 7886 signs located at 7104 South Emerald Avenue (6th Ward).

SECTION 11. Removal of Disabled Parking Permit 17295 signs located at 8036 South Wabash Avenue (6th Ward).

SECTION 12. Removal of Disabled Parking Permit 17931 signs located at 8020 South Indiana Avenue (6th Ward).

SECTION 13. Removal of Disabled Parking Permit 29349 signs located at 7417 South Vernon Avenue (6th Ward).

SECTION 14. Removal of Disabled Parking Permit 13426 signs located at 8328 South Kingston Avenue (7th Ward).

SECTION 15. Removal of Disabled Parking Permit 17378 signs located at 8439 South Blackstone Avenue (8th Ward).

SECTION 16. Removal of Disabled Parking Permit 30980 signs located at 7934 South Dorchester Avenue (8th Ward).

SECTION 17. Removal of Disabled Parking Permit 21718 signs located at 610 West 48th Place (11th Ward).

SECTION 18. Removal of Disabled Parking Permit 21722 signs located at 3334 South May Street (11th Ward).

SECTION 19. Removal of Disabled Parking Permit 1548 signs located at 3080 South Lyman Street (11th Ward).

SECTION 20. Removal of Disabled Parking Permit 27131 signs located at 4219 South Lowe Avenue (11th Ward).

SECTION 21. Removal of Disabled Parking Permit 26524 signs located at 3317 South Wallace Street (11th Ward).

SECTION 22. Removal of Disabled Parking Permit 17271 signs located at 2549 West Pershing Road (12th Ward).

SECTION 23. Removal of Disabled Parking Permit 31848 signs located at 4441 South Wolcott Avenue (12th Ward).

SECTION 24. Removal of Disabled Parking Permit 5214 signs located at 4040 South Maplewood Avenue (12th Ward).

SECTION 25. Removal of Disabled Parking Permit 14119 signs located at 6019 South Komensky Avenue (13th Ward).

SECTION 26. Removal of Disabled Parking Permit 19484 signs located at 3915 West 55th Place (13th Ward).

SECTION 27. Removal of Disabled Parking Permit 26000 signs located at 7133 South Harding Avenue (13th Ward).

SECTION 28. Removal of Disabled Parking Permit 13453 signs located at 3941 West 70th Street (13th Ward).

SECTION 29. Removal of Disabled Parking Permit 30589 signs located at 6117 South Mason Avenue (13th Ward).

SECTION 30. Removal of Disabled Parking Permit 33736 signs located at 6733 South Kenneth Avenue (13th Ward).

SECTION 31. Removal of Disabled Parking Permit 35086 signs located at 6418 South Kolin Avenue (13th Ward).

SECTION 32. Removal of Disabled Parking Permit 18041 signs located at 3519 West 58th Street (14th Ward).

SECTION 33. Removal of Disabled Parking Permit 13967 signs located at 5152 South Maplewood Avenue (14th Ward).

SECTION 34. Removal of Disabled Parking Permit 12908 signs located at 4208 South Francisco Avenue (14th Ward).

SECTION 35. Removal of Disabled Parking Permit 13154 signs located at 4637 South Keeler Avenue (14th Ward).

SECTION 36. Removal of Disabled Parking Permit 11179 signs located at 6349 South Francisco Avenue (15th Ward).

SECTION 37. Removal of Disabled Parking Permit 13970 signs located at 6947 South Campbell Avenue (15th Ward).

SECTION 38. Removal of Disabled Parking Permit 28401 signs located at 6628 South Hoyne Avenue (15th Ward).

SECTION 39. Removal of Disabled Parking Permit 30967 signs located at 2015 West 70th Place (15th Ward).

SECTION 40. Removal of Disabled Parking Permit 11211 signs located at 7846 South Honore Street (18th Ward).

SECTION 41. Removal of Disabled Parking Permit 13738 signs located at 3529 West 74th Street (18th Ward).

SECTION 42. Removal of Disabled Parking Permit 16582 signs located at 3537 West 74th Street (18th Ward).

SECTION 43. Removal of Disabled Parking Permit 31750 signs located at 8439 South Kenneth Avenue (18th Ward).

SECTION 44. Removal of Disabled Parking Permit 31537 signs located at 2622 South Kolin Avenue (22nd Ward).

SECTION 45. Removal of Disabled Parking Permit 26279 signs located at 4116 West 25th Place (22nd Ward).

SECTION 46. Removal of Disabled Parking Permit 9980 signs located at 1615 South St. Louis Avenue (24th Ward).

SECTION 47. Removal of Disabled Parking Permit 19244 signs located at 4016 West 21st Place (24th Ward).

SECTION 48. Removal of Disabled Parking Permit 21496 signs located at 1826 South Komensky Avenue (24th Ward).

SECTION 49. Removal of Disabled Parking Permit 5355 signs located at 2306 West 23rd Street (25th Ward).

SECTION 50. Removal of Disabled Parking Permit 16269 signs located at 2310 West 18th Place (25th Ward).

SECTION 51. Removal of Disabled Parking Permit 25311 signs located at 1906 South May Street (25th Ward).

SECTION 52. Removal of Disabled Parking Permit 1888 signs located at 441 North Springfield Avenue (27th Ward).

SECTION 53. Removal of Disabled Parking Permit 19114 signs located at 2829 North Merrimac Avenue (29th Ward).

SECTION 54. Removal of Disabled Parking Permit 18696 signs located at 5437 West Adams Street (29th Ward).

SECTION 55. Removal of Disabled Parking Permit 18013 signs located at 5521 West Van Buren Street (29th Ward).

SECTION 56. Removal of Disabled Parking Permit 9766 signs located at 2447 North Springfield Avenue (30th Ward).

SECTION 57. Removal of Disabled Parking Permit 16965 signs located at 3035 North Marmora Avenue (30th Ward).

SECTION 58. Removal of Disabled Parking Permit 12346 signs located at 2619 North Monitor Avenue (30th Ward).

SECTION 59. Removal of Disabled Parking Permit 25384 signs located at 1926 North Kostner Avenue (31st Ward).

SECTION 60. Removal of Disabled Parking Permit 14701 signs located at 2008 North Laporte Avenue (31st Ward).

SECTION 61. Removal of Disabled Parking Permit 3113 signs located at 2947 North Kilpatrick Avenue (31st Ward).

SECTION 62. Removal of Disabled Parking Permit 2164 signs located at 2119 West North Avenue (32nd Ward).

SECTION 63. Removal of Disabled Parking Permit 19115 signs located at 3133 North Nagle Avenue (36th Ward).

SECTION 64. Removal of Disabled Parking Permit 18226 signs located at 5457 West Thomas Street (37th Ward).

SECTION 65. Removal of Disabled Parking Permit 1735 signs located at 4933 West Sunnyside Avenue (45th Ward).

SECTION 66. Amend ordinance passed June 4, 2003 printed on page 2507, *Journal of the Proceedings of the City Council of the City of Chicago*, which established Parking Prohibition At All Times -- Disabled Parking Permit 32924 at 955 West Agatite Avenue:

by striking:

"955 West Agatite Avenue"

and inserting in lieu thereof:

"4423 North Sheridan Road (signs to be installed on West Agitate Avenue)" (46th Ward).

SECTION 67. 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 ways in the areas indicated during the hours specified:

Ward	Location
25	South Hoyne Avenue (west side) from West 22 nd Place to the first alley south thereof -- two hour parking -- 7:00 A.M. to 8:00 P.M. -- Sunday only (03-00919835);
25	West 22 nd Place (south side) from a point 30 feet west of South Hoyne Avenue, to a point 220 feet west thereof -- two hour parking -- 7:00 A.M. to 8:00 P.M. -- Sunday only (03-00919845).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Establishment Of Industrial
Permit Parking Zones.*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 091 of the Municipal Code of Chicago, a portion of the below named street is hereby designated as an industrial permit parking zone, for the following location:

Ward	Location
27	Industrial Permit Parking Zone 46 in the 100 block of North Sangamon Street (east side) from West Randolph Street to West Washington Boulevard -- 7:00 A.M. to 1:00 A.M. -- Monday through Friday -- 8:00 A.M. to 3:00 P.M. -- Saturday -- 9:00 A.M. to 1:00 P.M. -- Sunday.

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	1600 block of North Rockwell Street (both sides) at all times (Zone 1072);
2	South Hoyne Avenue, from West Madison Street to West Monroe Street and West Monroe Street, from South Hoyne Avenue to South Seeley Avenue and South Seeley Avenue, from West Madison Street to West Monroe Street -- at all times (Zone 1073);
2	West Van Buren Street (north side) between South Jefferson Street and South Desplaines Street -- one hour parking between 9:00 A.M. and 5:00 P.M. -- Monday through Friday (Zone 738);
6	7800 block of South Michigan Avenue (both sides) 8:00 A.M. to 4:00 P.M. -- all days (Zone 1074);
6	7400 block of South Wabash Avenue (both sides) 4:00 P.M. to 3:00 A.M. -- all days (Zone 1075);

Ward	Location
6	7300 block of South Michigan Avenue (both sides) 6:00 P.M. to 3:00 A.M. -- all days (Zone 1076);
8	7900 block of South Ellis Avenue, between East 79 th Street and East 80 th Street (7901 -- 7959) at all times (Zone 1068);
15	6300 block of South Fairfield Avenue (both sides) 5:00 P.M. to 6:00 A.M. -- Monday through Sunday (Zone 1071);
15	6000 block of South Richmond Street (both sides) at all times (Zone 1077);
25	1600 block of South Wood Street (east side) at all times (Zone 816);
25	2300 block of West 19 th Street (Zone 1078);
35	2700 block of West Altgeld Street (both sides) between North California Avenue and North Fairfield Avenue -- at all times (Zone 1067).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Removal of Zone 970 signs from the 3900 block of West 56th Street (both sides) between South Pulaski Road and South Springfield Avenue (13th Ward).

SECTION 2. Amend by extending Zone 34 to include 4500 block of South Springfield Avenue (both sides) between West 45th Street and West 46th Street (4500 -- 4557) at all times (14th Ward).

SECTION 3. Amend by extending Zone 34 to include 4500 block of South Harding Avenue, between West 45th Street and West 46th Street (4500 -- 4557) at all times (14th Ward).

SECTION 4. Removal of Residential Permit Parking Zone 826 signs on the 6200 block of South Campbell Avenue (both sides) between West 62nd Street and West 63rd Street (15th Ward).

SECTION 5. Removal of Residential Permit Parking Zone 768 signs on the 6700 block of South Artesian Avenue, between West Marquette Road and West 68th Street (15th Ward).

SECTION 6. Removal of Residential Permit Parking Zone 642 signs located on the 6500 block of South Wood Street (15th Ward).

SECTION 7. Removal of Residential Permit Parking Zone 768 signs located on the 6700 block of South Artesian Avenue (15th Ward).

SECTION 8. 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, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 5, March 5, April 9, May 7, June 4, July 9 and 29, 2003) 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 ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

*Establishment Of Traffic Lane
Tow-Away Zones.*

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
2	South Michigan Avenue (east side) from a point 245 feet north of East 14 th Street, to a point 25 feet north thereof -- 15 minute standing zone -- use flashers -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday -- tow-away zone (03-00906300);
2	East 8 th Street (south side) from a point 30 feet west of South Wabash Avenue, to a point 40 feet west thereof -- 15 minute standing zone -- use flashers -- tow-away zone (03-01169300);
2	South Aberdeen Street (east side) from a point 150 feet south of West Madison Street, to a point 30 feet south thereof -- 15 minute standing zone -- use flashers -- 7:00 A.M. to 7:00 P.M. -- tow-away zone (03-01326114);
2	South Wabash Avenue (west side) from a point 100 feet south of East 13 th Street, to a point 25 feet east thereof -- 15 minute standing zone -- use flashers -- tow-away zone (03-01326297);
2	West Roosevelt Road (north side) from a point 25 feet west of South Jefferson Street, to a point 25 feet west thereof -- 15 minute standing zone -- use flashers -- tow-away zone (03-01326334);
12	West Bross Avenue (south side) from a point 20 feet east of South Bell Street, to a point 95 feet east thereof -- no parking/tow-away zone -- 5:00 A.M. to 5:00 P.M. -- Monday through Friday -- 6:00 A.M. to 12:00 Noon -- Saturday (03-01175346);

Ward	Location
21	South Ashland Avenue (west side) from West 94 th Street to West 95 th Street -- no parking/tow-away zone (03-00250509);
26	West North Avenue (south side) from North Ridgeway Avenue to a point 50 feet west thereof -- no parking/tow-away zone -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday (03-00533833);
26	North Ridgeway Avenue (west side) from a point 20 feet north of West Hirsch Street, to a point 25 feet north thereof -- no parking/tow-away zone -- 8:00 A.M. to 7:00 P.M. (03-00533759);
27	North Wells Street (west side) from a point 115 feet north of West Division Street, to a point 60 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (03-00695410);
27	West Chicago Avenue (north side) from a point 65 feet west of North Larrabee Street, to a point 70 feet west thereof -- 15 minute standing zone -- use flashers -- tow-away zone (03-00943988);
27	North Aberdeen Street (west side) from a point 88 feet south of West Randolph Street, to a point 66 feet south thereof -- 15 minute standing zone -- use flashers -- 8:00 A.M. to 6:00 P.M. -- tow-away zone (03-01331771);
32	North Kingsbury Street (east side) from West Wisconsin Street to North Clinton Avenue -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday (03-00951427);

Ward	Location
32	North Kingsbury Street (west side) from North Clifton Avenue to a point 210 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday (03-00951191);
32	North Marcey Street (west side) from North Clifton Avenue to West Wisconsin Street --no stopping, no standing and no parking anytime -- tow-away zone (03-00951355);
32	West North Avenue (north side) from a point 75 feet east of North Winchester Avenue, to a point 20 feet east thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 9:00 A.M. to 4:00 P.M. and 6:00 P.M. to 9:00 P.M. -- Monday through Friday -- 9:00 A.M. to 9:00 P.M. -- Saturday and Sunday (03-00372176);
39	North Kimball Avenue (east side) from a point 30 feet north of West Carmen Avenue, to a point 30 feet north thereof and from a point 101 feet north of West Carmen Avenue, to a point 134 feet north thereof -- 15 minute standing zone -- use flashing lights -- 7:30 A.M. to 5:30 P.M. -- Monday through Friday -- tow-away zone (03-01185812);
39	North Pulaski Road (west side) from a point 158 feet north of West Irving Park Road, to a point 25 feet north thereof -- no parking/ tow-away zone (03-01185767);

Ward	Location
42	West Hubbard Street (north side) from a point 126 feet east of North Dearborn Street, to a point 44 feet east thereof -- 15 minute standing zone -- use flashing lights -- 11:00 A.M. to 2:30 A.M. -- tow-away zone (03-01346196);
43	North Lincoln Park West (west side) from a point 185 feet north of West Dickens Avenue, to a point 25 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (03-01188355);
44	West Melrose Street (north side) from North Broadway to a point 360 feet west thereof -- no parking/tow-away zone -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday (03-01188803);
46	West Buena Avenue (south side) from a point 50 feet east of North Broadway, to a point 25 feet east thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (03-00558301);
46	North Clarendon Avenue (east side) from a point 30 feet south of West Irving Park Road, to a point 25 feet east thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 9:00 A.M. to 8:00 P.M. -- Monday through Saturday (03-00558322);

Ward	Location
46	North Broadway (west side) from West Winona Street to a point 45 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 7:00 A.M. to 9:00 A.M. and 3:30 P.M. to 5:30 P.M. -- Monday through Friday (03-00987708);
46	West Waveland Avenue (south side) from a point 100 feet west of North Pine Grove Avenue, to a point 25 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 8:00 A.M. to 8:00 P.M. (03-00558265).

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 October 2, 2002 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 94631) which reads:

"West North Avenue (north side) from a point 60 feet west of North Harding Avenue, to a point 20 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 8:00 A.M. to 10:00 P.M. -- Monday through Saturday"

by striking the above (03-00378381) (30th Ward).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION OF TRAFFIC
WARNING SIGNS ON PORTIONS
OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 5, April 9, May 7 and June 4, 2003) 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 ordinance and order submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinance and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Said ordinance and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets of the types specified:

Ward	Type Of Sign And Location
6	"All-Way Stop" signs, at South Wabash Avenue and East 78 th Street (03-00694356);
7	"Two-Way Stop" signs, stopping South Chappel Avenue for East 98 th Street (03-00694393);
8	"All-Way Stop" signs, at South Maryland Avenue and East 85 th Street (03-00694467);
13	"All-Way Stop" signs, at South Hamlin Avenue and West 56 th Street (03-00359739);
13	"All-Way Stop" signs, at South Hamlin Avenue and West 56 th Place (03-00359995);

Ward	Type Of Sign And Location
13	"All-Way Stop" signs, at South Hamlin Avenue and West 55 th Place (03-00359720);
13	"All-Way Stop" signs, at South Springfield Avenue and West 56 th Place (03-00360014);
13	"All-Way Stop" signs, at South Springfield Avenue and West 56 th Street (03-00359675);
13	"All-Way Stop" signs, at South Springfield Avenue and West 55 th Place (03-00360028);
13	"Two-Way Stop" signs, stopping West 64 th Place for South Melvina Avenue (03-00694827);
13	"Two-Way Stop" signs, stopping West 60 th Street for South Kedvale Avenue (03-00694849);
13	"All-Way Stop" signs, at South Springfield Avenue and West 63 rd Place (03-00694796);
15	"All-Way Stop" signs, at South Homan Avenue and West 64 th Place (03-00695046);
18	"All-Way Stop" signs, at South Hamlin Avenue and West 84 th Street (03-00360050);
21	"All-Way Stop" signs, at South Perry Avenue and West 93 rd Street (03-00360299);
23	"Stop" signs, stopping West 53 rd Street for South Nagle Avenue (03-009191739);

Ward	Type Of Sign And Location
24	"Stop" signs, stopping West Gladys Avenue for South Kilpatrick Avenue (03-00919770);
26	"Two-Way Stop" signs, stopping West Walton Street for North Washtenaw Avenue (03-00533787);
29	"All-Way Stop" signs, at North Moody Avenue and West Bloomingdale Avenue (03-00946039);
31	"All-Way Stop" signs, at West Palmer Street and North Keystone Avenue (03-00541401);
31	"All-Way Stop" signs, at North Leclaire Avenue and West Altgeld Street (03-00541457);
38	"All-Way Stop" signs, at West Wilson Avenue and North Marmora Avenue (03-00740913);
41	"All-Way Stop" signs, at the intersection of West Imlay Street and North Nashville Avenue;
42	"Stop" sign, stopping traffic on Lower Wacker Drive just south of the garage exist at 1 North Wacker Drive;
43	"All-Way Stop" signs, at North Dayton Street and West Schubert Avenue (03-00556626);
50	"All-Way Stop" signs, at North Francisco Avenue and West Glenlake Avenue (03-00988721).

Erection Of Miscellaneous Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install miscellaneous signs at the below listed location:

Ward	Location And Type Of Sign
42	North Rush Street (west side) from a point 20 feet north of East Huron Street, to a point 20 feet north thereof -- consulate parking only -- tow-away zone -- 7:00 A.M. to 6:00 P.M. (03-01187447).

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, September 4, 2003.

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 the committee (January 16, March 5, April 9, May 7, June 4, July 9 and 29, 2003) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward	Location
14	4650 -- 4700 South Kildare Avenue (west side) from corner light pole to red fan vent in the wall. Request withdrawn by requestor (03-01176132);
14	4651 -- 4701 South Kildare Avenue (east side) from corner to red fan vent. Request withdrawn by requestor (03-01176216);
28	3811 -- 3813 West Washington Boulevard. Request withdrawn by requestor (03-01179344);

Ward	Location
28	3916 West Washington Boulevard. Request withdrawn by requestor (03-01179292).

Parking Prohibited At All Times -- Disabled:

Ward	Location
28	4528 West Washington Boulevard. Insufficient fire hydrant clearance and arterial or main street.

Parking Prohibited During Specified Hours:

Ward	Location
27	1431 North Park Avenue (east side) 7:30 A.M. to 4:00 P.M. -- Monday through Friday. Request withdrawn (03-00943880).

Parking Limited During Specified Hours:

Ward	Location
23	South Lamon Avenue, from South Archer Avenue to the first alley north on South Lamon Avenue (east side) to the first alley east thereof -- four hours -- at all times -- all days. Request withdrawn by requestor (03-01177106);

Ward	Location
36	6742 West Belmont Avenue -- one hour -- 12:00 P.M. to 8:00 P.M. -- Tuesday through Sunday. Request withdrawn by requestor (03-00549783).

Loading Zones:

Ward	Location
22	2859 South Pulaski Road -- disabled loading zone -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday. This location falls within a bus stop or a no parking anytime zone (03-00919636);
22	2601 South Ridgeway Avenue -- 6:00 A.M. to 12:00 P.M. -- Monday through Friday. This location falls within a bus stop or a no parking anytime zone (03-00918768);
22	3520 West 27 th Street -- disabled loading zone -- 12:00 Noon to 9:00 P.M. -- Monday through Saturday. Request withdrawn by requestor (03-01176784);
27	600 West Chicago Avenue -- 11:00 A.M. to 11:00 P.M. -- Sunday through Saturday. Request withdrawn (03-00943988);
29	5959 -- 5961 West Madison Street -- loading zone except with flashing lights -- 15 minutes -- 9:00 A.M. to 6:30 P.M. -- Monday through Saturday. This location falls within a bus stop or a no parking anytime zone (03-01180064);

Ward	Location
39	4208 West Lawrence Avenue -- 15 minute flashing lights -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday. Request withdrawn by requestor (03-00378591);
42	501 West Huron Street -- southwest corner of West Huron Street and North Kingsbury Street. Request withdrawn by requestor (03-00986873);
42	432 West Ontario Street -- 15 minute loading zone -- unattended vehicles must have flashing lights -- 10:00 A.M. to 1:00 A.M. -- all days. Insufficient data to process request (03-00555858).

Residential Permit Parking:

Ward	Location
13	5900 block of South Komensky Avenue (both sides) 7:00 A.M. to 7:00 P.M. -- Monday through Saturday. Does not meet parking study;
14	4300 block of South Kedvale Avenue (both sides) at all times. Does not meet parking study;
15	3200 block of West 62 nd Place (both sides) 4:00 P.M. to 3:30 A.M. -- Monday through Sunday. Does not meet parking study;
18	7100 block of South Artesian Avenue -- at all times. Does not meet parking study;

Ward	Location
19	9900 -- 9999 South Claremont Avenue -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday. Does not meet parking study;
19	9500 -- 9600 South Damen Avenue -- at all times. Does not meet parking study;
25	2200 block of West 23 rd Place. Does not meet parking study;
25	2300 block of South Hoyne Avenue. Does not meet parking study;
25	2100 to 2110, 2124 to 2158 and 2135 to 2159 West 22 nd Place. Does not meet parking study;
25	2300 block of West 18 th Place (north side). Does not meet parking study;
26	2500 block of West Huron Street (north side) 4:00 P.M. to 6:00 A.M. -- all days. Does not meet parking study;
36	3200 block of North Natoma Avenue, from the first alley north of West Belmont Avenue to West School Street (both sides) at all times. Does not meet parking study;
36	West Cornelia Avenue, from North Harlem Avenue to the first alley west thereof (south side) at all times. Must be one consecutive block, both sides of street.

Speed Limitation:

Ward	Location
27	1400 block of West North Avenue -- 20 miles per hour. No City Council action necessary for warning signs. Requested signs will be posted (03-00943818).

Weight Limitation:

Ward	Location
45	5300 block of North Laramie Avenue at North Elston Avenue -- 5 tons. Request withdrawn (03-01196869);
45	5200 block of North Laramie Avenue at West Foster Avenue -- 5 tons. Request withdrawn (03-0118900).

Miscellaneous Signs:

Ward	Location
14	3002 West 42 nd Street -- street markings in front of firehouse (area to be striped consists of a box of 12 inch white lines perpendicular to the curb outlining the width of the driveway filled in with 6 inch white lines at a 45 degree angle, 4 feet on center). Request withdrawn by requestor (03-00917700);
27	1400 block of North Park Avenue -- "Safe School Zone" signs. Request withdrawn (03-00943746);

Ward	Location
50	Alley "T" of West Devon Avenue (6400 north) and North Damen Avenue (6400 north) and North Damen Avenue (2000 west) "Dead End Alley". No City Council action necessary for warning sign. Signs will be installed (03-00988779).

Traffic Lane Tow-Away Zones:

Ward	Location
2	1462 South Michigan Avenue -- 15 minute standing with flashing lights -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday. Request withdrawn by requestor (03-00906248);
2	1323 South Michigan Avenue -- 15 minute standing with flashing lights -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday. Request withdrawn by requestor (03-00906214);
50	North California Avenue (east side) from approximately 25 feet north of the driveway south to West Rosemont Avenue -- 8:00 A.M. to 8:00 P.M.. No City Council action necessary for school parking signs. Signs will be installed under City Council ordinance passed November 12, 1998 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 83015).

Traffic Warning Signs And/Or Signals:

Ward	Location
23	West 47 th Street and South Leamington Avenue -- "All-Way Stop" sign. West 47 th Street is an arterial street. Signs are not warranted according to established federal and state standards and could increase accidents (03-00520830);
24	Northbound traffic on South Pulaski Road, at West Lexington Street -- "Stop" sign. South Pulaski Road is an arterial street. Signs are not warranted according to established federal and state standards and could increase accidents (03-00695142);
29	East and westbound traffic on West Harrison Street and southbound traffic on South Lockwood Avenue, at West Harrison Street and South Lockwood Avenue -- "Three-Way Stop" sign. West Harrison Street is an arterial street. Signs are not warranted according to established federal and state standards and could increase accidents (03-00730477);
33	West Leland Avenue stopping eastbound traffic at North Lawndale Avenue -- "Stop" sign. Duplicate proposal. Previously passed February 9, 1994 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 45290) (03-00542950);

Ward	Location
33	West Cullom Avenue stopping eastbound traffic at North Sawyer Avenue -- "Stop" sign. Duplicate proposal. Previously passed February 9, 1994 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 45290) (03-00542937);
42	West Grand Avenue by the Tribune Park (North Clinton Street) "Four-Way Stop" signs. West Grand Avenue is an arterial street. Signs are not warranted according to established federal and state standards and could increase accidents (03-00556053).

Amend Parking Prohibited At All Times -- Disabled:

Ward	Location
8	Removal of Permit 30980 for 7934 South Dorchester Avenue. Duplicate ordinance proposal with Permit 30980 on May 7, 2003 date;
12	Removal of Permit 21556 for 3451 West 38 th Street. Duplicate ordinance proposal with Permit 21556 on June 4, 2003 date.

Amend Parking Prohibited During Specified Hours:

Ward	Location
14	Amend ordinance by striking: "8:00 A.M. to 4:00 P.M." and inserting: "6:00 A.M. to 6:00 P.M." related to West 48 th Street (south side) from South Komensky Avenue to South Karlov Avenue. Request withdrawn by requestor (03-00917076).

Amend Parking Limited:

Ward	Location
23	Repeal one hour parking related to 5460 South Archer Avenue (signs on South Lamon Avenue, from South Archer Avenue to the first alley north thereof (east side only)). Request withdrawn by requestor (03-00919724);
28	Removal of two hour parking related to North Kildare Avenue, between West Madison Street and West Washington Boulevard, on the east side of North Kildare Avenue. Request withdrawn by requestor (03-01179590);
45	Removal of two hour parking related to 4400 block of West Leland Avenue (to exclude property line in front of 4410 building). Request withdrawn (03-00556785).

Amend Loading Zones:

Ward	Location
31	Amend ordinance by striking: "loading zone" and inserting: "tow-away zone" -- 7:00 A.M. to 8:00 P.M. related to 2535 North Laramie Avenue. Request withdrawn (03-00733001);
40	Removal of loading zone for 5340 North Clark Street. Request withdrawn (03-0059990).

Amend Traffic Lane Tow-Away Zone:

Ward	Location
40	Removal of tow-away zone for North Ashland Avenue, from West Hollywood Avenue to West Edgewater Avenue. Request withdrawn (03-00550021).

These *Do Not Pass* recommendations were concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

**COMMITTEE ON TRANSPORTATION
AND PUBLIC WAY.**

AMENDMENT OF TITLE 9, CHAPTER 112, SECTION 460 OF
MUNICIPAL CODE OF CHICAGO BY INCLUSION OF
VILLAGE OF ALSIP IN LIST OF LOCALITIES
FOR WHICH MAXIMUM TAXICAB RATES
ARE SET FOR SERVICE FROM
CHICAGO AIRPORTS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

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 that requires taxicab rates of maximum fares from those airports to the towns, villages, municipalities or unincorporated areas herein listed shall be those set forth in Section 9-112-460 of the Municipal Code of Chicago as amended from time to time. The towns, villages, municipalities or unincorporated areas to which the foregoing taxicab rates shall apply to include Alsip. This ordinance was referred to the Committee on July 29, 2003.

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, a proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-112-460 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

9-112-460 Airport Service.

Every driver of a taxicab licensed by the City of Chicago as a public passenger vehicle, when at or upon the premises of the Chicago-O'Hare International Airport or the Chicago Midway Airport and not otherwise engaged in the transportation of a person or persons, shall service the airports by transporting, when requested, any person from the airports to any suburb of the City of Chicago and the driver shall not charge more than the rate of transportation hereinafter set forth to such suburb. It shall be unlawful for a driver of a taxicab to refuse any person transportation from those airports. It shall be unlawful for any driver of any taxicab not licensed as such by the City of Chicago to solicit or accept for transportation any person or persons at or upon the premises of the airports for transportation within or without the City of Chicago; provided, however, that this provision shall not apply where the person at the airports desiring other taxicab service has personally or through his agent previously by letter, telegram or telephone specifically engaged a suburban taxicab to transport him to any of the suburbs of the City of Chicago.

Nothing herein contained shall be construed to prohibit any public passenger vehicle from entering those airports to discharge passengers previously accepted outside the City of Chicago for that purpose.

The taxicab rates of maximum fares from those airports to the towns, villages, municipalities or unincorporated areas herein listed shall be those set forth in Section 9-112-510 of the Municipal Code of Chicago as amended from time to time. The towns, villages, municipalities or unincorporated areas to which the foregoing

taxicab rates shall apply are as follows:

<u>Alsip</u>	Hines Hospital
Bedford Park	Hometown
Blue Island	Lincolnwood
Burnham	Merrionette Park
Calumet City	Niles
Calumet Park	Norridge
Cicero	Oak Lawn
Des Plaines	Oak Park
Dolton	Park Ridge
Elk Grove	Riverdale
Elmwood Park	River Grove
Evanston	Rosemont
Evergreen Park	Stickney
Forest View	Summit
Harwood Heights	

Transportation of any person or persons from those airports to any suburb or unincorporated area not included in the foregoing list of towns, villages, municipalities or unincorporated areas shall be at the maximum meter fare as determined by the rates and charges set forth in Section 9-112-510 of the Municipal Code of Chicago plus an additional sum equal to fifty percent (50%) of said maximum meter fare.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AUTHORIZATION FOR GRANTS OF
PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass the proposed ordinances and substitute ordinance transmitted herewith for grants of privilege in the public way. These ordinances and substitute ordinance were referred to the Committee on July 29, 2003.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being part of the ordinance):

Advocate Illinois Masonic Medical Center.

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

SECTION 1. Permission and authority are hereby given and granted to Advocate Illinois Masonic Medical Center, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use landscaping on the public right-of-way for beautification purposes adjacent to its premises known as 929 West Wellington Avenue. Said landscaping shall consist of bushes, plants and ground grove along a planting strip area at the north face of the parking garage. Said planting strip area shall measure two hundred twenty (220) feet in length and two (2) 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.

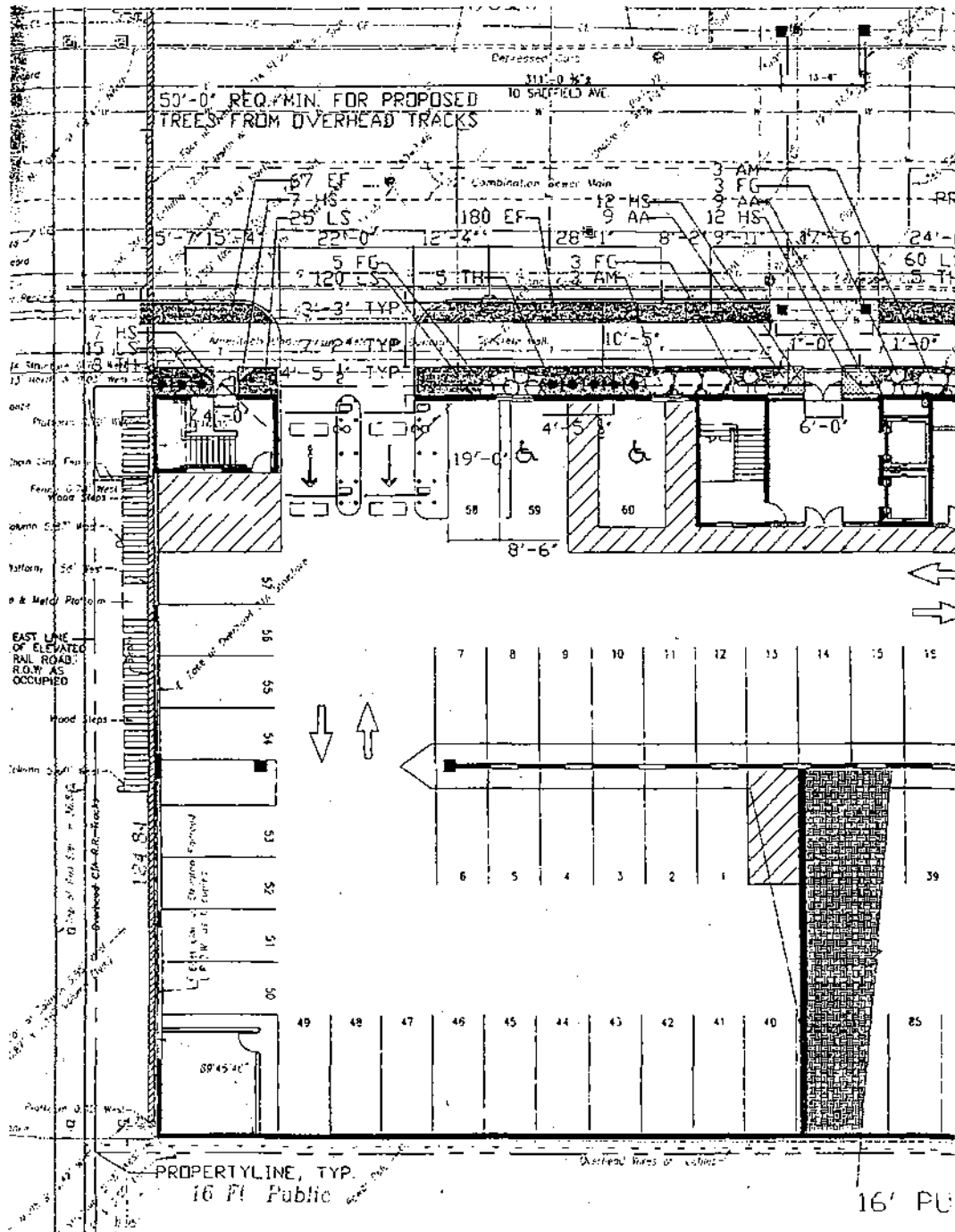
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1028547 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 7229 of this *Journal*.]

Ordinance associated with this drawing printed
on page 7228 of this *Journal*.



Autozone.

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

SECTION 1. Permission and authority are hereby given and granted to Autozone, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use planter beds on the public right-of-way for beautification purposes adjacent to its premises known as 8811 South Commercial Avenue. Said planter beds shall have a six (6) inch concrete perimeter curb installed which allows for six (6) feet of clear and unobstructed space for pedestrian traffic. Planter beds shall be installed as follows:

South Commercial Avenue -- sixty-two (62) feet in length and three (3) feet in width.

East 88th Street (at approximately 3003 east) -- forty-six (46) feet in length and three (3) feet in width.

All construction shall be approved by the Department of Transportation prior to installation. 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.

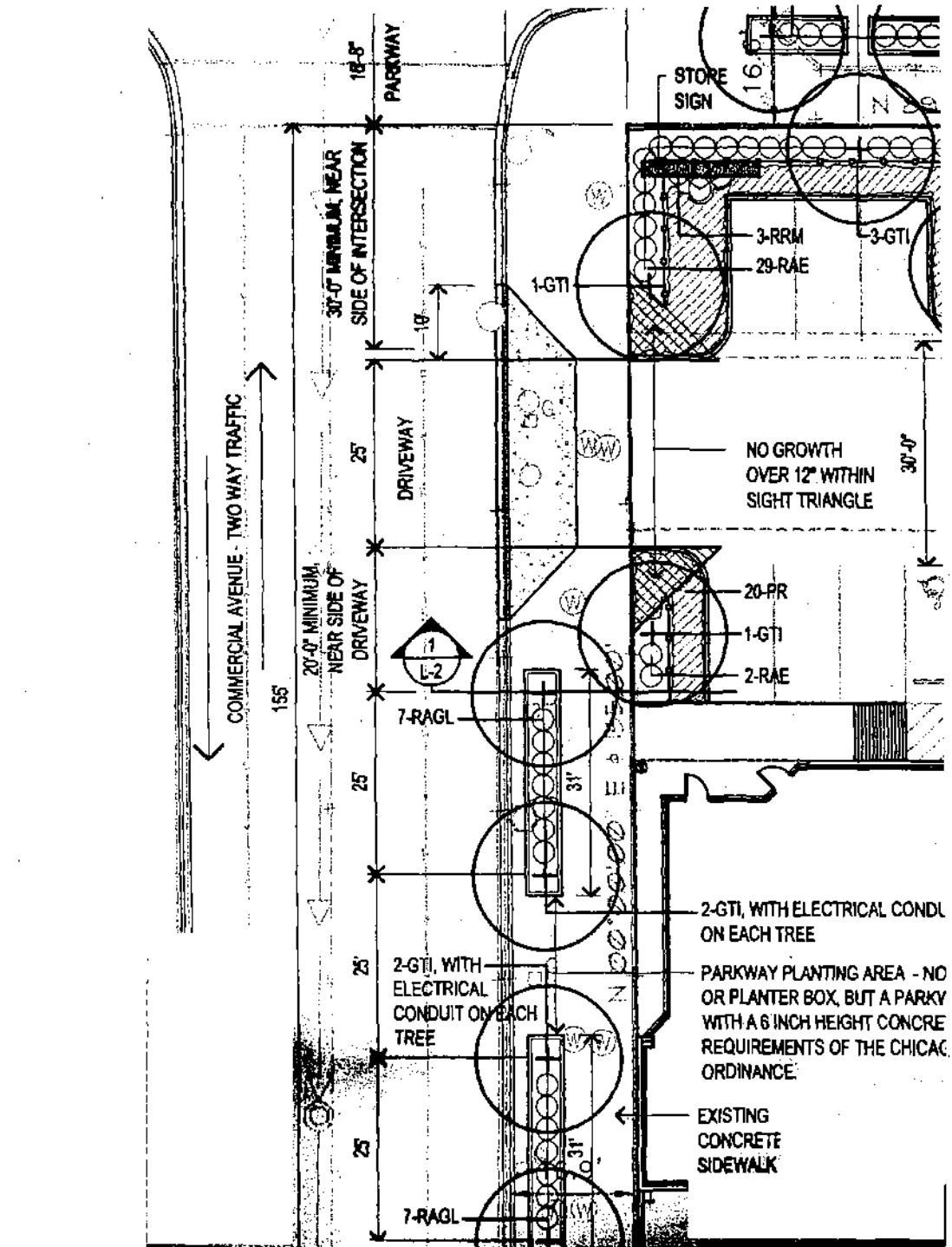
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1026958 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 7231 of this *Journal*.]

Ordinance associated with this drawing printed
on page 7230 of this *Journal*.



Mr. Thomas M. Begal.

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

SECTION 1. Permission and authority are hereby given and granted to Mr. Thomas M. Begal, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, existing masonry walls, masonry pier and an overhead projection aligning with existing masonry walls along the public right-of-way adjacent to its premises known as 20 West Burton Place. Said existing masonry walls shall be described as follows:

1. Seven (7) feet in length, forty-five hundredths (.45) feet in width and thirty-six (36) feet in height.
2. One (1) foot in length, five hundredths (.05) feet in width and thirty-six (36) feet in height.
3. Thirty (30) feet in length, forty-two hundredths (.42) feet in width and eleven (11) feet in height.
4. Twenty-five (25) feet in length, twenty-four hundredths (.24) feet in width and eleven (11) feet in height.

Said total is forty (40) square feet of the public right-of-way being used.

Said masonry pier and overhead projection shall be described as follows:

1. Twelve (12) feet in length, forty-two hundredths (.42) feet in width and twenty-two (22) feet in height.
2. Six (6) feet in length, one and forty-two hundredths (1.42) feet in width and twenty-two (22) 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 1028830 herein granted the sum of Three Hundred Twelve and no/100 Dollars (\$312.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after August 4, 2003.

[Drawing referred to in this ordinance printed
on page 7234 of this *Journal*.]

Beverly Hills Tennis Club.

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

SECTION 1. Permission and authority are hereby given and granted to Beverly Hills Tennis Club, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, an existing concrete wall and fence adjacent to its premises known as 9121 South Hamilton Avenue. Said encroachments have existed since the inception of the club. Notwithstanding the fact that the wall and fence encroach between four and eighty-eight hundredths (4.88) feet and eight and twelve hundredths (8.12) feet running a length of three hundred and forty-eight hundredths (300.48) linear feet into the east public alley behind 9121 South Hamilton 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. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commission of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 7235)

(Continued from page 7233)

The Director of Revenue is hereby authorized and directed to waive the public way use permit fee for 1997 -- 1998 in the amount of One Thousand Five Hundred Ninety and no/100 Dollars (\$1,590.00), the public way use permit fee for 1998 -- 1999 in the amount of One Thousand Five Hundred Ninety and no/100 Dollars (\$1,590.00), the public way use permit fee for 1999 -- 2000 in the amount of One Thousand Five Hundred Ninety and no/100 Dollars (\$1,590.00), the public way use permit fee for 2000 -- 2001 in the amount of One Thousand Five Hundred Ninety and no/100 Dollars (\$1,590.00), the public way use permit fee for 2001 -- 2002 in the amount of One Thousand Five Hundred Ninety and no/100 Dollars (\$1,590.00), the public way use permit fee for 2002 -- 2003 in the amount of One Thousand Five Hundred Ninety and no/100 Dollars (\$1,590.00), the public way use permit fee for 2003 -- 2004 in the amount of One Thousand Five Hundred Ninety and no/100 Dollars (\$1,590.00), the public way use permit fee for 2004 -- 2005 in the amount of One Thousand Five Hundred Ninety and no/100 Dollars (\$1,590.00), the public way use permit fee for 2005 -- 2006 in the amount of One Thousand Five Hundred Ninety and no/100 Dollars (\$1,590.00), the public way use permit fee for 2006 -- 2007 in the amount of One Thousand Five Hundred Ninety and no/100 Dollars (\$1,590.00).

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 1028847 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 September 10, 2002.

[Drawing referred to in this ordinance printed
on page 7236 of this *Journal*.]

Blue Cross Blue Shield Of Illinois.

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

SECTION 1. Permission and authority are hereby given and granted to Blue Cross Blue Shield of Illinois, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use fifty-six (56) bollards and ten (10) planters on the public right-of-way adjacent to its premises known as 300 East Randolph Street. Said bollards and planter shall be described as follows:

Fifty-six (56) Bollards.

Along upper East Randolph Street each bollard shall measure one (1) foot, six (6) inches in diameter with a height of approximately three (3) feet. Bollards shall be stainless steel and enhance the exterior building security.

Ten (10) Planters.

Along upper North Columbus Drive planters shall be for beautification purposes. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. Each planter shall measure four (4) feet in diameter and have a height of approximately three (3) feet.

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.

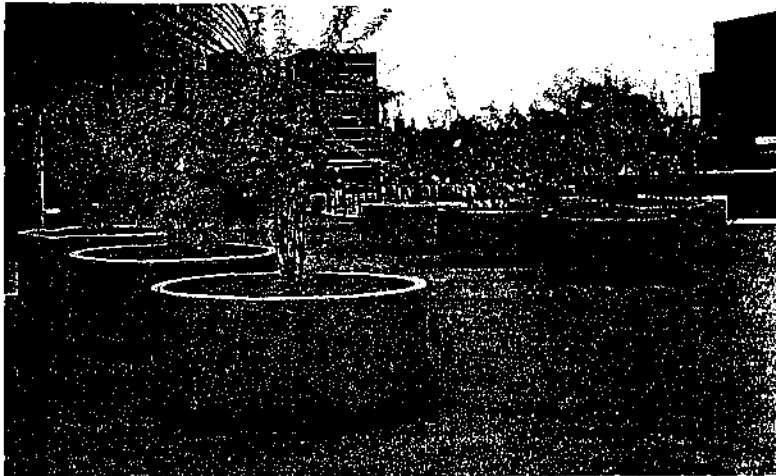
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1028862 herein granted the sum of Two Thousand Eight Hundred and no/100 Dollars (\$2,800.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

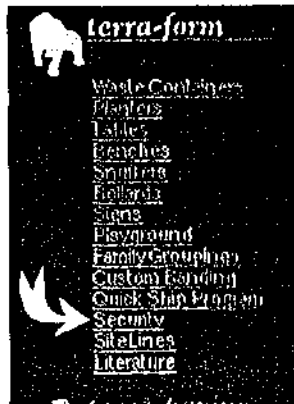
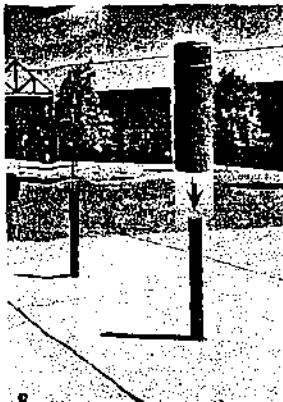
[Drawing referred to in this ordinance printed
on page 7238 of this *Journal*.]

Ordinance associated with this drawing printed
on page 7237 of this *Journal*.



The industry standard is to cement in steel posts, mostly in 4" diameter. This is not only unattractive, but they will eventually need maintenance to keep them looking new. This is where our bollard comes into action.

By utilizing one of our bollards as a precast cover over the pipe, you not only eliminate the look of the pipe, you add class and color to the front of your location. For additional details, please contact us.



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E-mail: wtile@ausautile.com

Chicago And Suburban Remodeling.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago and Suburban Remodeling, upon the terms and subject to the conditions of this ordinance, to maintain and use an existing structural metal canopy projecting over the public right-of-way adjacent to its premises known as 3242 North Pulaski Road. Said structural metal canopy shall be thirty (30) feet in length and three (3) feet, six (6) inches 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.

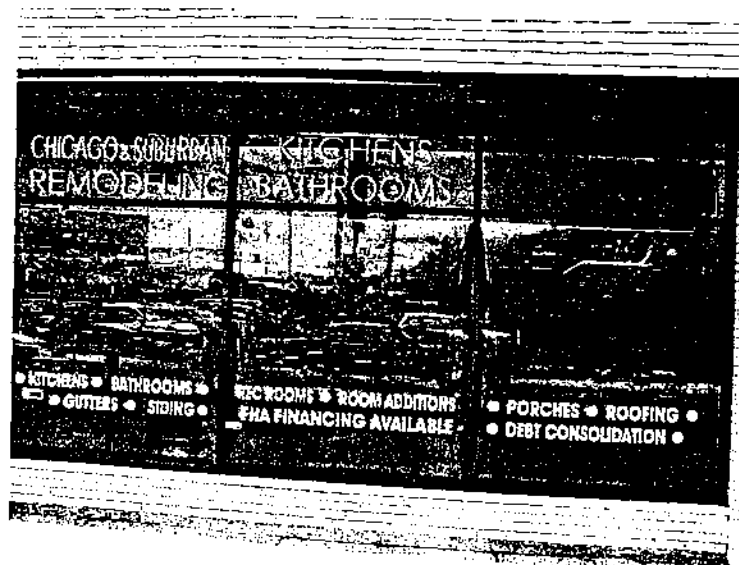
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1028839 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

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 7240 of this *Journal*.]

Ordinance associated with this drawing printed
on page 7239 of this *Journal*.



Edgewater Property Company.

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

SECTION 1. Permission and authority are hereby given and granted to Edgewater Property Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a canopy and handicap ramp over and on the public right-of-way adjacent to its premises known as 5720 North Ashland Avenue. Said canopy shall project over the public way and measure forty-six (46) feet in length and five (5) feet in width. Said handicap access ramp shall be on the public way and measure fifty-six (56) feet in length and five (5) 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 1028850 herein granted the sum of Three Hundred Seventy-one and no/100 Dollars (\$371.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 29, 2003.

[Drawing referred to in this ordinance printed
on page 7242 of this *Journal*.]

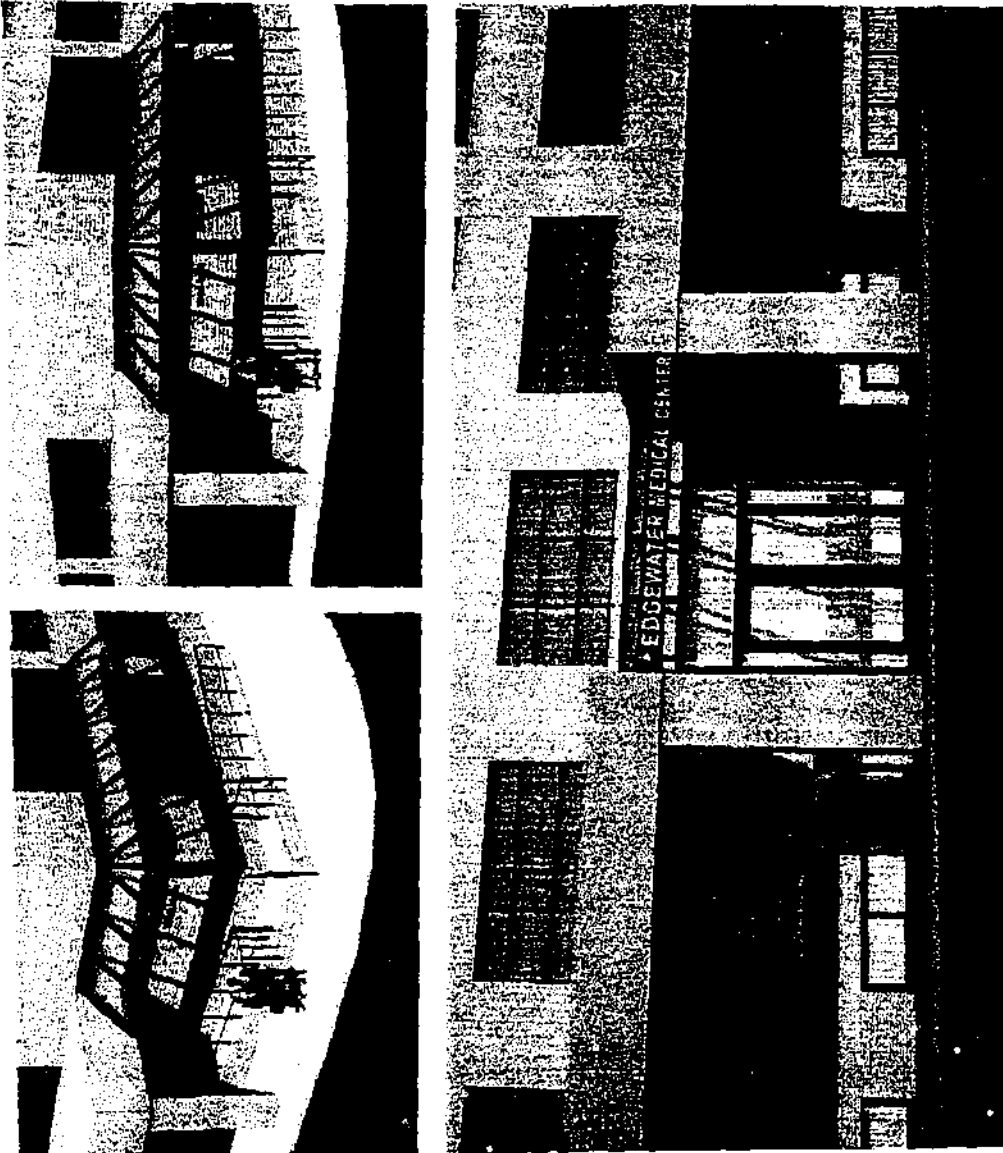
Ordinance associated with this drawing printed
on page 7241 of this *Journal*.

DO

DESIGN ORGANIZATION
IN ASSOCIATION WITH
VIRTUAL IMAGING

VALPARAISO, INDIANA 46383
103 EAST INDIANA AVENUE
TELEPHONE 218.482.1102

446 NORTH WELLS ST.
SUITE 102
CHICAGO, ILLINOIS 60610



EDGEWATER MEDICAL CENTER

Erie Centre Condominium Association.

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

SECTION 1. Permission and authority are hereby given and granted to Erie Centre Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, thirteen (13) balconies projecting over the public right-of-way adjacent to its premises known as 373 -- 421 West Erie Street. Said balconies shall be located along West Erie Street at the following dimensions:

Two (2) balconies at eleven (11) feet by five (5) feet.

Two (2) balconies at thirteen (13) feet, three (3) inches by five (5) feet.

Two (2) balconies at sixteen (16) feet by five (5) feet.

Four (4) balconies at eleven (11) feet, nine (9) inches by five (5) feet.

Two (2) balconies at twelve (12) feet by five (5) feet.

One (1) balcony at thirteen (13) feet by five (5) feet.

Balconies extend five (5) feet over the public way and are to be used for residences.

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.

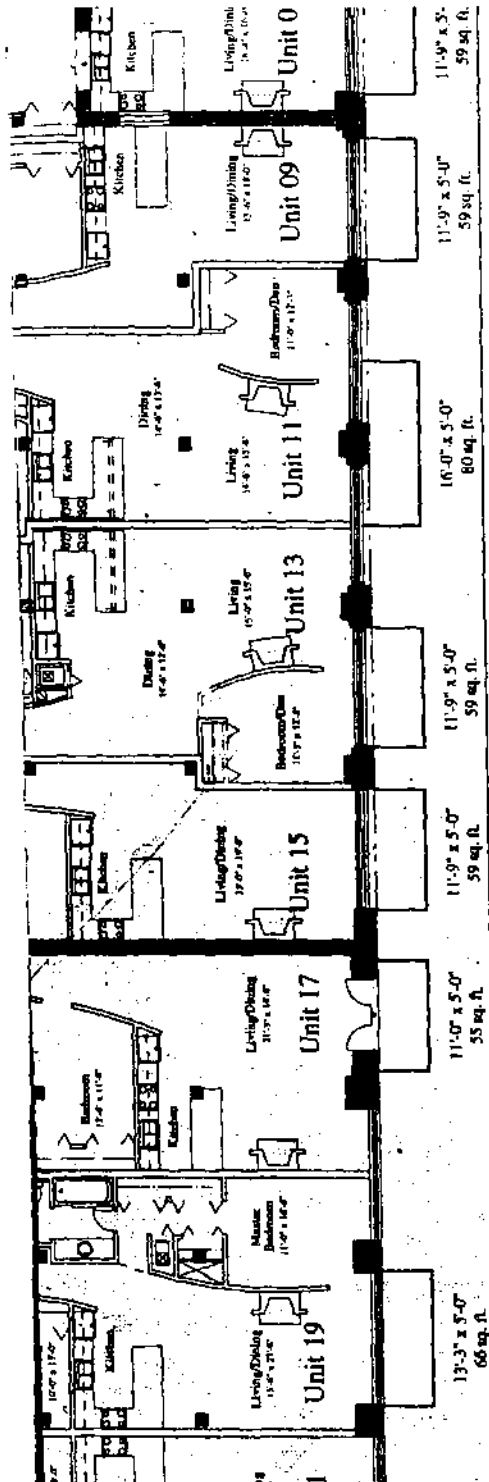
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1028874 herein granted the sum of Six Hundred Fifty and no/100 Dollars (\$650.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after October 2, 2001.

[Drawing referred to in this ordinance printed
on page 7244 of this *Journal*.]

Ordinance associated with this drawing printed
on page 7243 of this *Journal*.



W. Erie Street

Goose Island Beer Company.

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

SECTION 1. Permission and authority are hereby given and granted to Goose Island Beer Company, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a manhole on the public right-of-way adjacent to its premises known as 1800 West Fulton Street. Said covered manhole shall be located along West Fulton Street. Manhole shall measure three (3) feet in diameter and three (3) feet in depth. Said manhole shall be use for the Metropolitan Reclamation district to sample discharge. Covered manhole shall be constructed in accordance with plans and specifications approved by the Department of Sewers. 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 1027562 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

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 7246 of this *Journal*.]

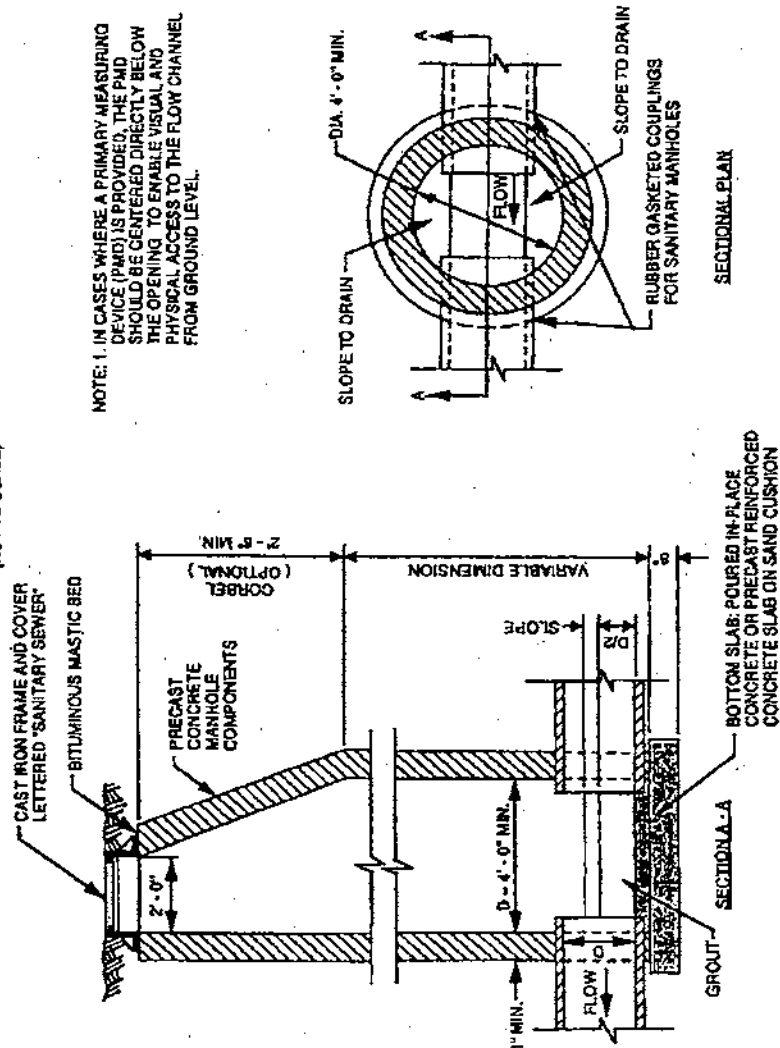
Ordinance associated with this drawing printed
on page 7245 of this *Journal*.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Criteria for Compliance With Control Manhole/Sampling
Chamber Installation and Access Requirements

TYPICAL CONTROL MANHOLE

(NOT TO SCALE)



Grand Wells Development 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 Grand Wells Development L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use seven (7) landscape planters and three (3) tree grates on the public right-of-way for beautification purposes adjacent to its premises known as 200 West Grand Avenue. Said public way encroachments shall be described as follows:

Along North Wells Street, each planter shall measure seventeen (17) feet, eight (8) inches in length and four (4) feet in width.

Along West Ohio Street, each tree grate shall measure four (4) feet in length and four (4) feet in width.

Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all time.

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.

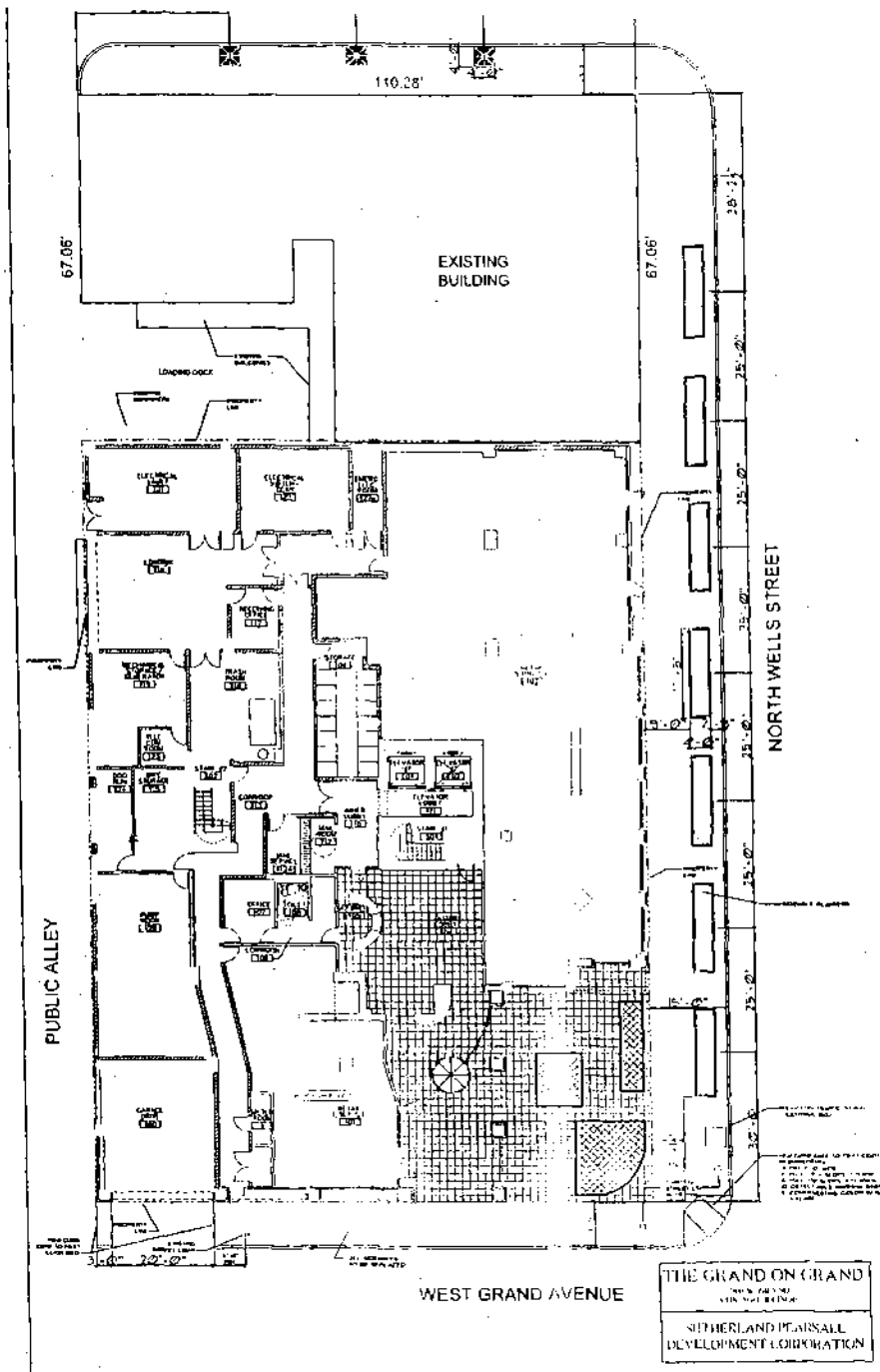
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1028653 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 7248 of this *Journal*.]

Ordinance associated with this drawing printed
on page 7247 of this *Journal*.



The Lancaster Development Group 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 The Lancaster Development Group L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use exterior cladding for purposes of beautification adjacent to the premises known as 201 North Westshore Drive to be installed as follows:

Exterior Cladding.

Three (3) decorative wall mounted sidewalk fixtures and a stone and granite wall shall be installed along the north wall of the southern drive entrance connecting North Westshore Drive to Lower Harbor Drive. This wall runs the full fifty-seven (57) feet in length of the drive and protrudes six (6) inches into the Lake Street utility and access easement. The easement runs up to a height of twenty (20) feet Chicago City Datum, therefore due to the slope of the wall the projection into the easement ranges from a height of seven (7) feet, six and three-fourths (6¾) inches at the west end to fourteen (14) feet on the east.

Prior to installation all items will be approved for construction in accordance with plans and specifications approved by the Department of Planning, the Department of Transportation and the Department of 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.

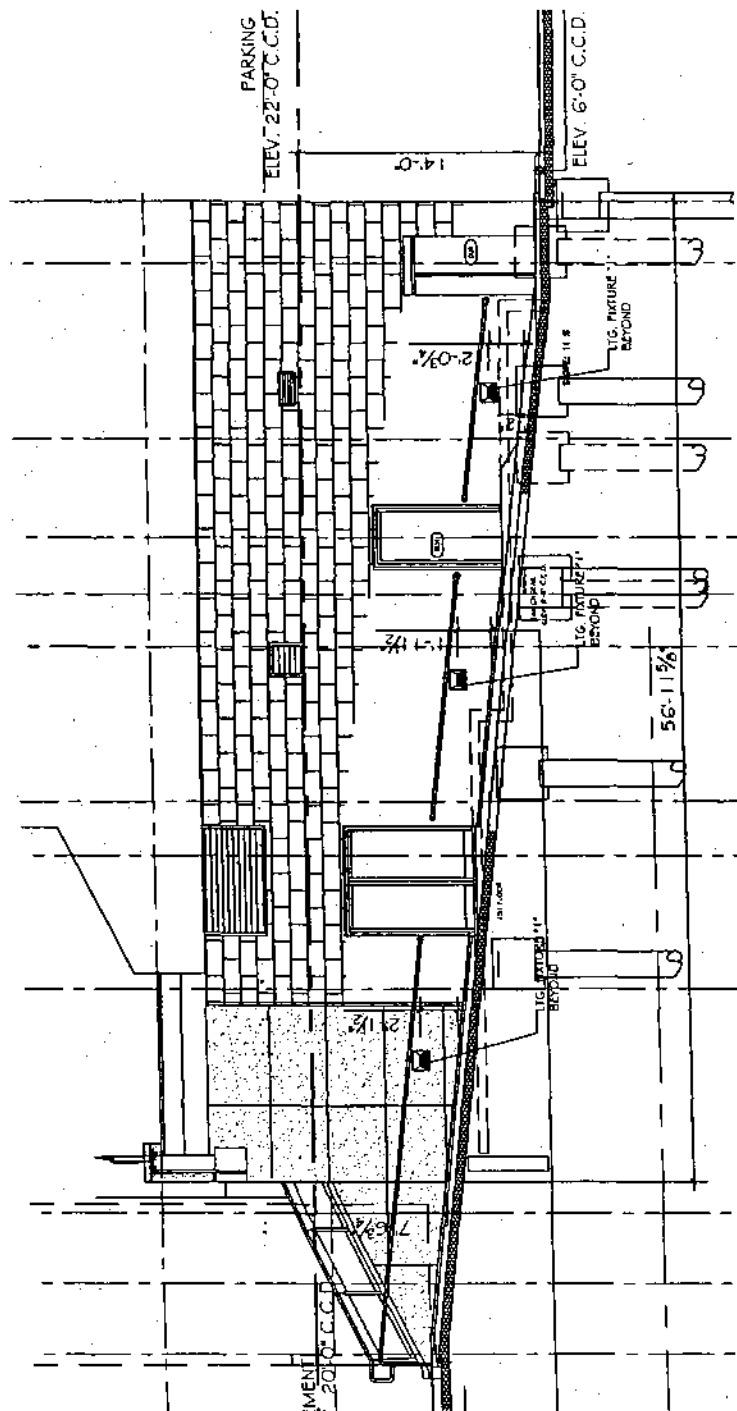
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay no compensation to the city for the above beautification privilege.

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 7250 of this *Journal*.]

Ordinance associated with this drawing printed
on page 7249 of this *Journal*.



STAIRS- SOUTH ELEVATION
N.T.S.
(SEE PARTIAL 1ST FLOOR PLAN)

NeighborSpace.

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

SECTION 1. Permission and authority are hereby given and granted to NeighborSpace, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use landscaping on the public right-of-way for beautification purposes adjacent to its premises known as 5386 -- 5420 North Bowmanville Avenue. Said landscaping area shall measure three hundred fifty-two (352) feet in length and seventeen (17) feet in width. The site currently contains small berms, shrubs flowers, a trellis and a wood chip path. 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 1028748 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 7252 of this *Journal*.]

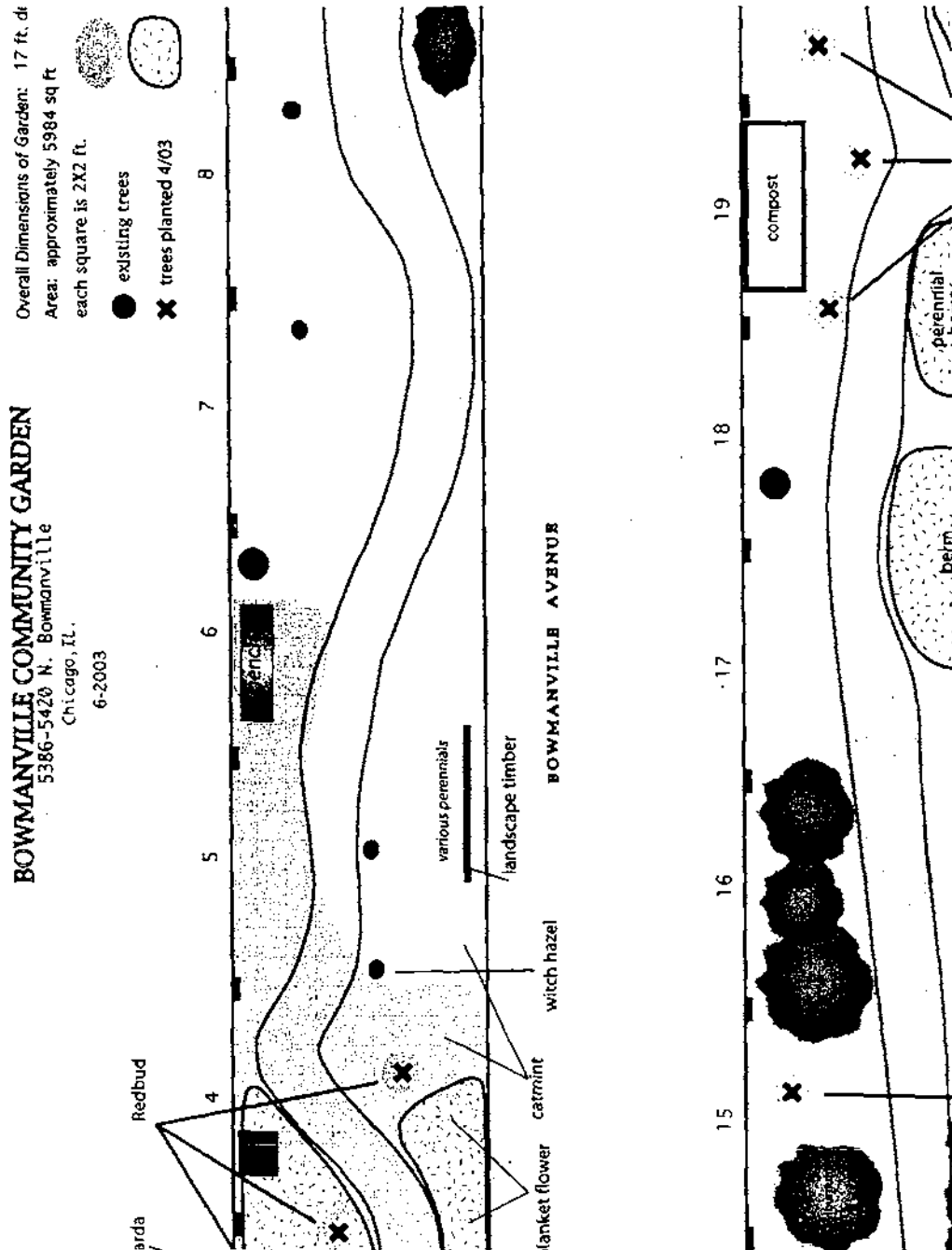
Ohio-Arm Properties, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Ohio-Arm Properties, L.L.C., upon the terms and subject to the conditions of this ordinance,

(Continued on page 7253)

Ordinance associated with this drawing printed
on page 7251 of this *Journal*.



(Continued from page 7251)

to construct, install, maintain and use ten (10) balconies and to maintain and use six (6) existing bay windows projecting over the public right-of-way adjacent to its premises known as 1500 West Ohio Street. Measurements and locations of said balconies shall be as follows: ten (10) at eight (8) feet in length and four and six-tenths (4.6) feet in width along West Ohio Street. Measurements and locations for said bay windows are as follows: one (1) at nine (9) feet in length and three (3) feet in width along West Ohio Street, two (2) at thirteen (13) feet in length and three (3) feet in width along West Ohio Street, one (1) at eleven (11) feet in length and three (3) feet in width along West Ohio Street, one (1) at eight (8) feet in length and three (3) feet in width along West Ohio Street and one (1) at eleven (11) feet in length and three (3) feet in width along North Armour 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 1028817 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

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 7254 of this *Journal*.]

South Chicago & Indiana Harbor Railway Company.

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

SECTION 1. Permission and authority are hereby given and granted to South Chicago & Indiana Harbor Railway Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) railroad switch tracks across East 113th Street at points one hundred six (106) feet and across East 114th Street at points one hundred four (104) feet east of the line of South Torrence Avenue, respectively. 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 1028585 herein granted the sum of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 28, 2003.

[Drawing referred to in this ordinance printed
on page 7256 of this *Journal*.]

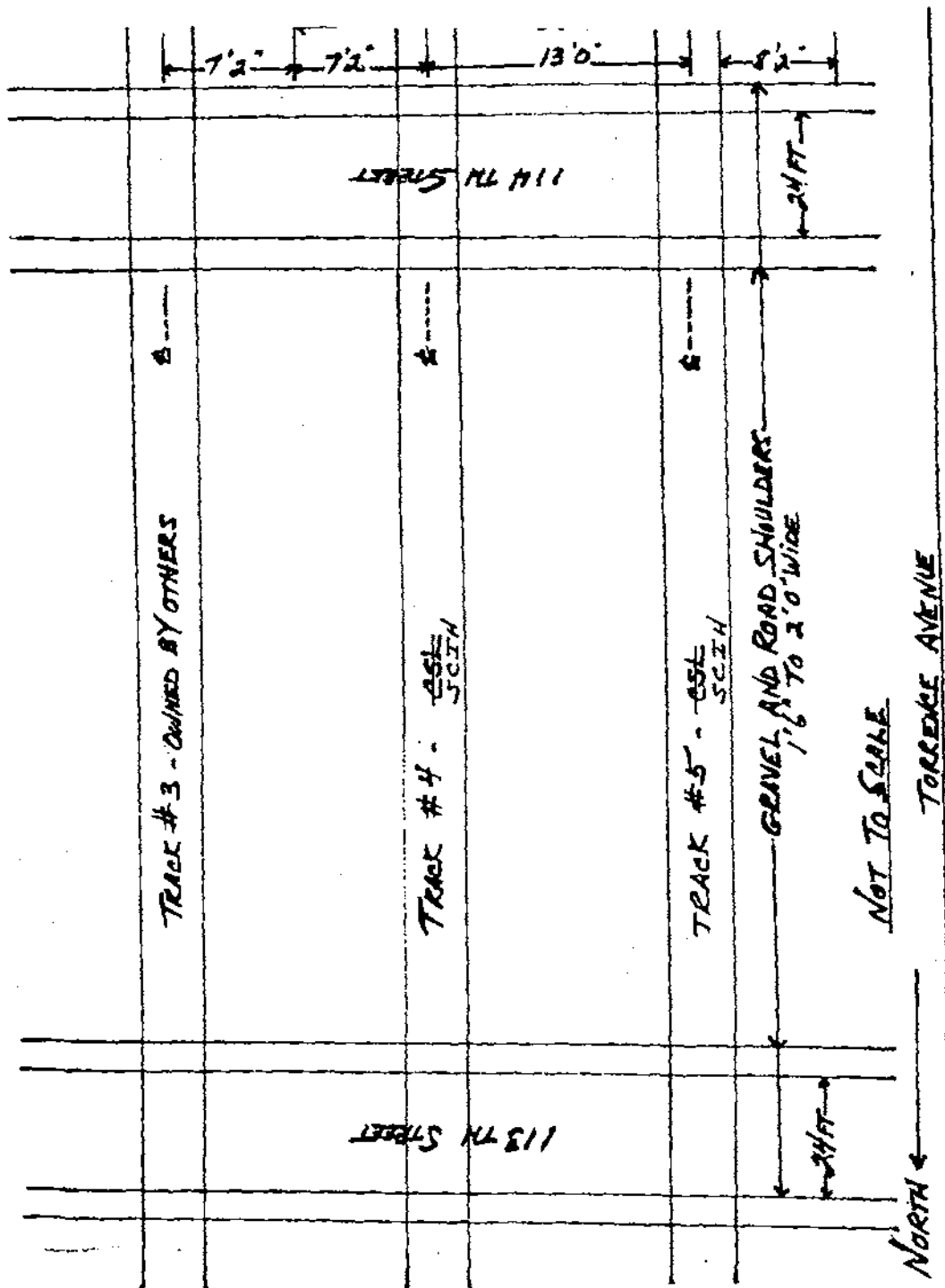
Special Asset, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Special

(Continued on page 7257)

Ordinance associated with this drawing printed
on page 7255 of this Journal.



(Continued from page 7255)

Asset, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) kiosk on the public right-of-way adjacent to its premises known as 55 East Washington Street. Said kiosk shall be two and six-tenths (2.6) feet in length and two and six-tenths (2.6) feet in width for a total of six and seventy-six hundredths (6.76) square feet. The purpose for the three (3) sided kiosk is for tenant advertising. 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 1028866 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after May 20, 2003.

[Drawing referred to in this ordinance printed
on page 7258 of this *Journal*.]

Tole & Associates.

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

SECTION 1. Permission and authority are hereby given and granted to Tole & Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, thirty-nine (39) balconies projecting over the

(Continued on page 7259)

(Continued from page 7257)

public right-of-way adjacent to its premises known as 426 South Clinton Street. Said balconies shall be over the public way on South Clinton Street, West Van Buren Street and West Tilden Street. Each balcony will be ten (10) feet in length and five (5) 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 1028665 herein granted the sum of One Thousand Nine Hundred Fifty and no/100 Dollars (\$1,950.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after October 1, 2002.

[Drawing referred to in this ordinance printed
on page 7260 of this *Journal*.]

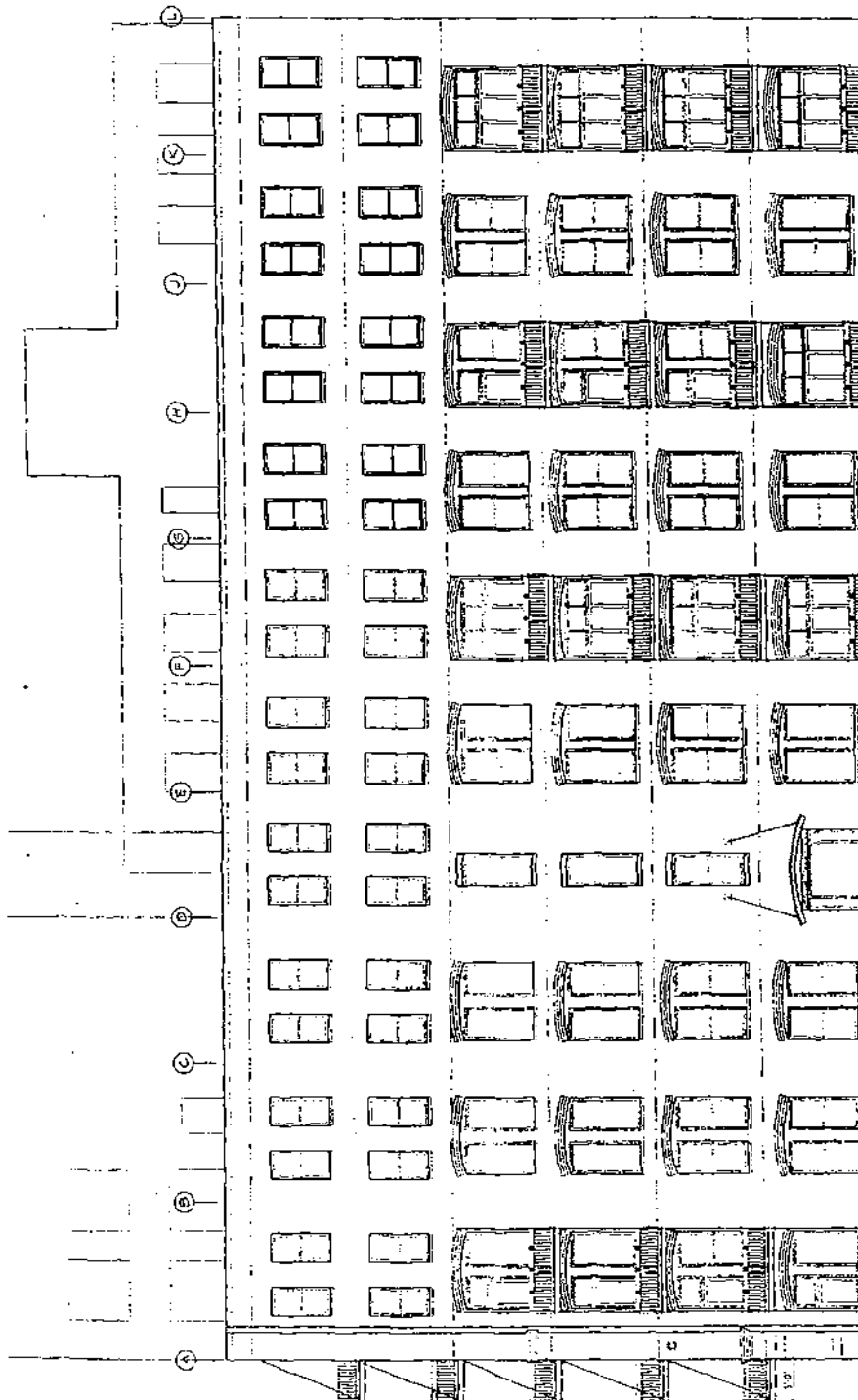
Wabash Flats Homeowner Association.

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

SECTION 1. Permission and authority are hereby given and granted to Wabash Flats Homeowner Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, nineteen (19) balconies projecting over the public right-of-way adjacent to its premises known as

(Continued on page 7261)

Ordinance associated with this drawing printed on
pages 7257 through 7259 of this *Journal*.



(Continued from page 7259)

1243 South Wabash Avenue. Each balcony shall measure ten (10) feet, six (6) inches in width and five (5) feet in length. 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 1028657 herein granted the sum of Nine Hundred Fifty and no/100 Dollars (\$950.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 8, 2003.

[Drawing referred to in this ordinance printed
on page 7262 of this *Journal*.]

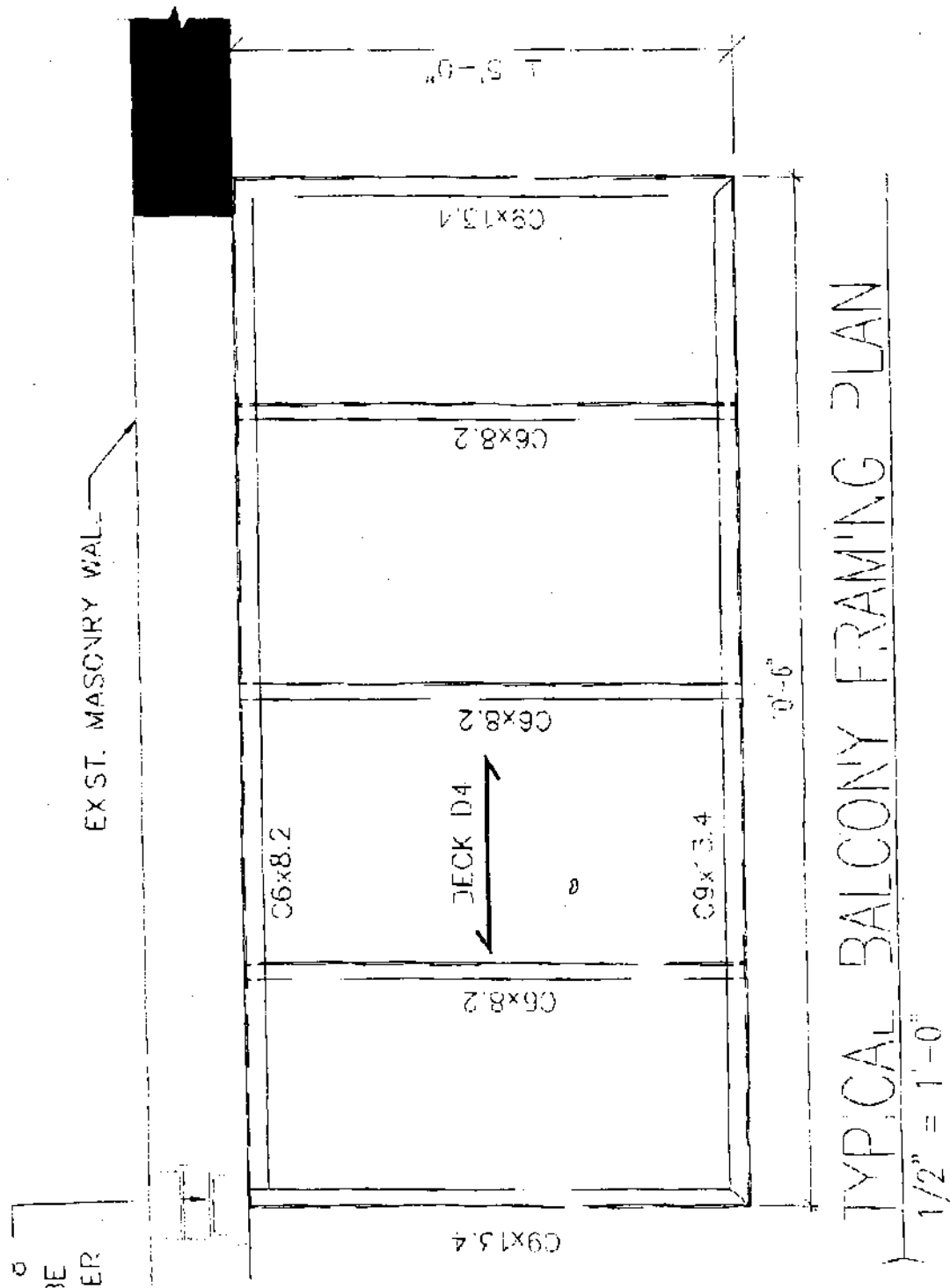
Mr. Warren Shabaz.

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

SECTION 1. Permission and authority are hereby given and granted to Warren Shabaz, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a handicap access ramp on the public right-of-way adjacent to its premises known as 1381 West Hubbard Street. Said handicap ramp shall measure six (6) feet in width and twenty-five (25) feet in length. 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 7263)

Ordinance associated with this drawing printed on
pages 7259 through 7261 of this *Journal*.



(Continued from page 7261)

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 1028603 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 8, 2003.

[Drawing referred to in this ordinance printed
on page 7264 of this *Journal*.]

Louis A. Weiss Memorial Hospital.

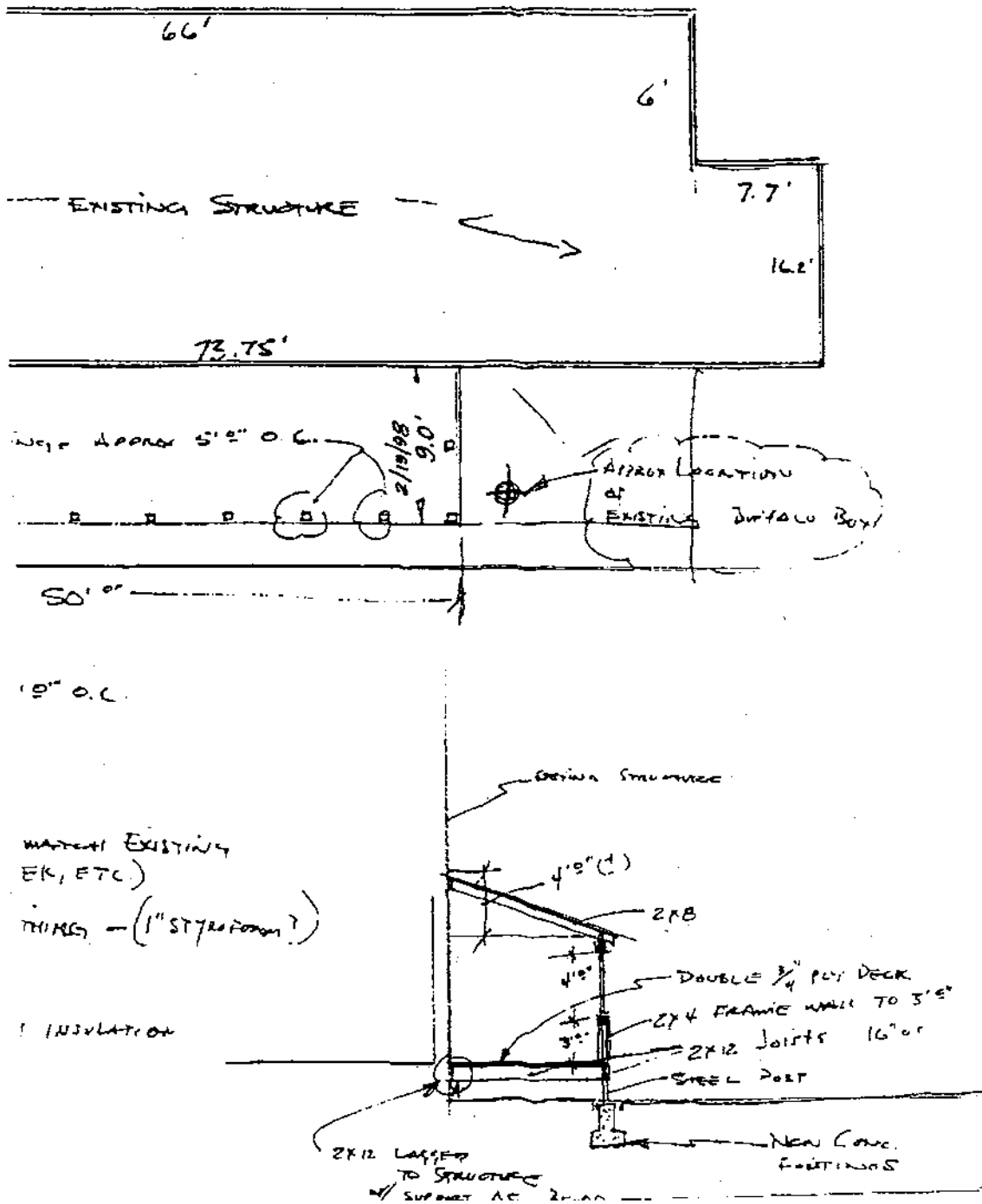
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Louis A. Weiss Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a lawn sprinkler system under the public right-of-way adjacent to its premises known as 4646 North Marine Drive. Said lawn sprinkler system shall be located on the parkway along the following streets:

(Continued on page 7265)

Ordinance associated with this drawing printed on
pages 7261 through 7263 of this Journal.

NO OTHER WORK.



(Continued from page 7263)

North Marine Drive.

Said sprinkler system shall measure six hundred sixty (660) feet in length and six (6) inches in width.

West Wilson Avenue.

Said sprinkler system shall measure one hundred eighty (180) feet in length and six (6) inches in width.

North Clarendon Avenue.

Said sprinkler system shall measure two hundred eighty-five (285) feet in length and six (6) inches 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.

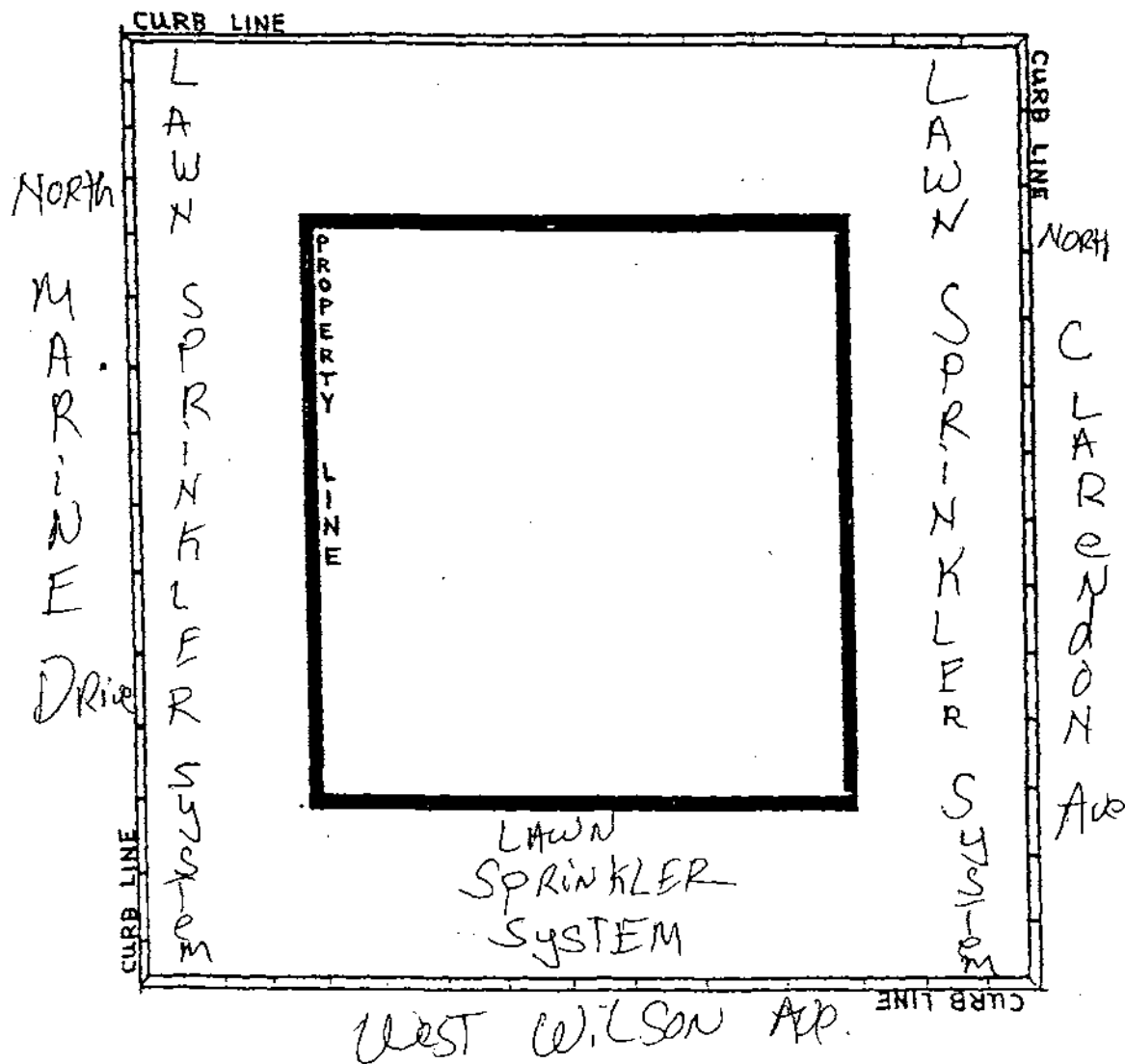
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1027068 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

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 7266 of this *Journal*.]

Ordinance associated with this drawing printed on
pages 7263 through 7265 of this Journal.



200 Michigan Avenue Investors, L.P.

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

SECTION 1. Permission and authority are hereby given and granted to 200 Michigan Avenue Investors, L.P., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) concrete bumper on the public right-of-way adjacent to its premises known as 200 South Michigan Avenue. Outside dimensions of the bumper is ninety-eight (98) feet in length, eighteen (18) inches in height and seven (7) inches in width, equaling an area of approximately sixty-five (65) square feet. Said bumper shall extend seven (7) inches into the north/south eighteen (18) foot public alley, with the entrances and return of the alley being on East Adams Street, approximately one hundred seventy-one (171) feet west of the west line of South Michigan Avenue. The location of the bumper is approximately twenty-two (22) feet south of the south line of East Adams Street, in the rear of the premises known as 200 South Michigan 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.

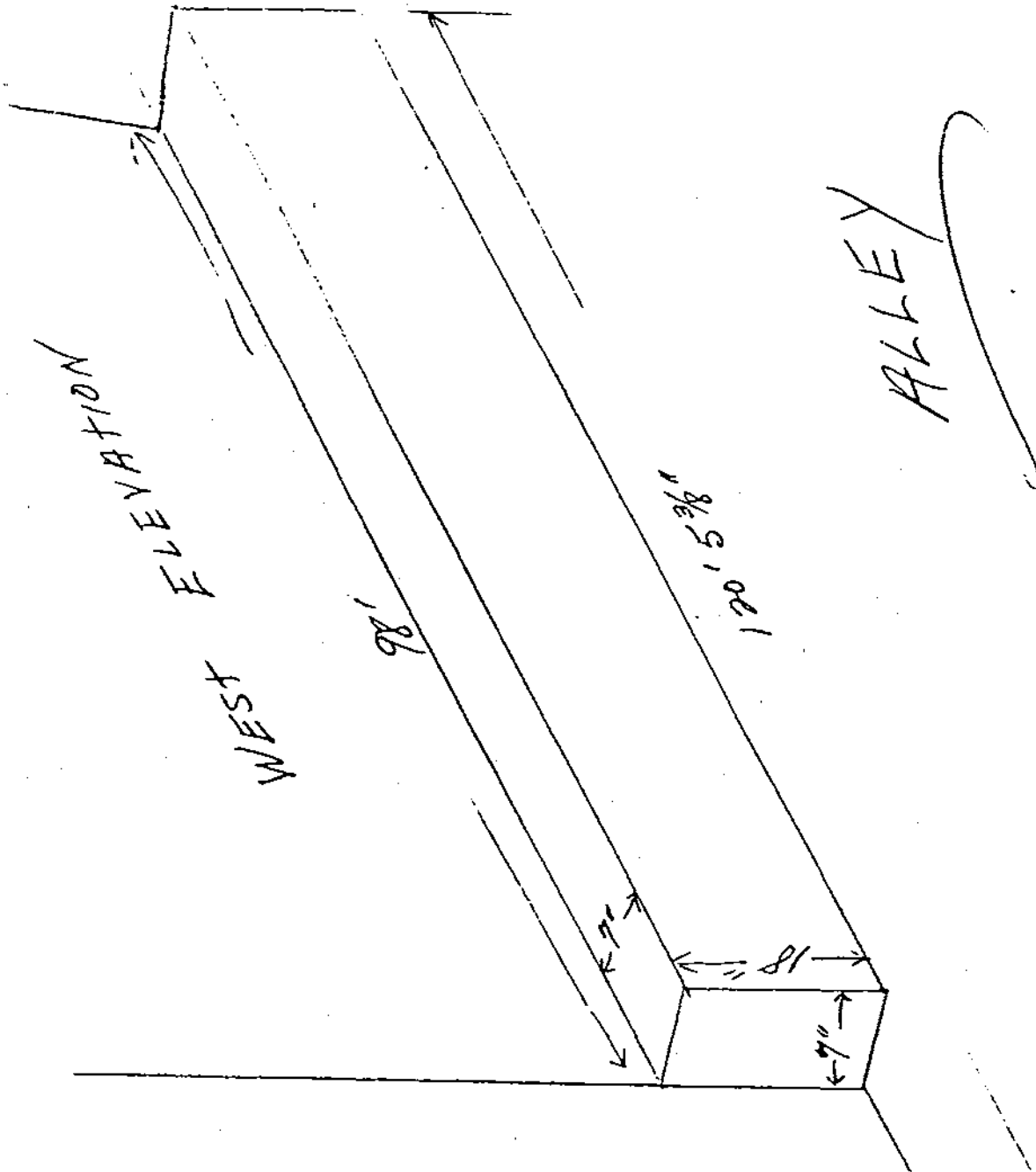
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1028870 herein granted the sum of One Thousand Thirty-seven and no/100 Dollars (\$1,037.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 29, 2003.

[Drawing referred to in this ordinance printed
on page 7268 of this *Journal*.]

Ordinance associated with this drawing printed
on page 7267 of this Journal.



319 West Erie 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 319 West Erie L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use an existing door step encroaching the public right-of-way adjacent to its premises known as 319 West Erie Street. Said existing step shall measure eight (8) feet, five (5) inches in length and one (1) foot, five (5) inches 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 1028709 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

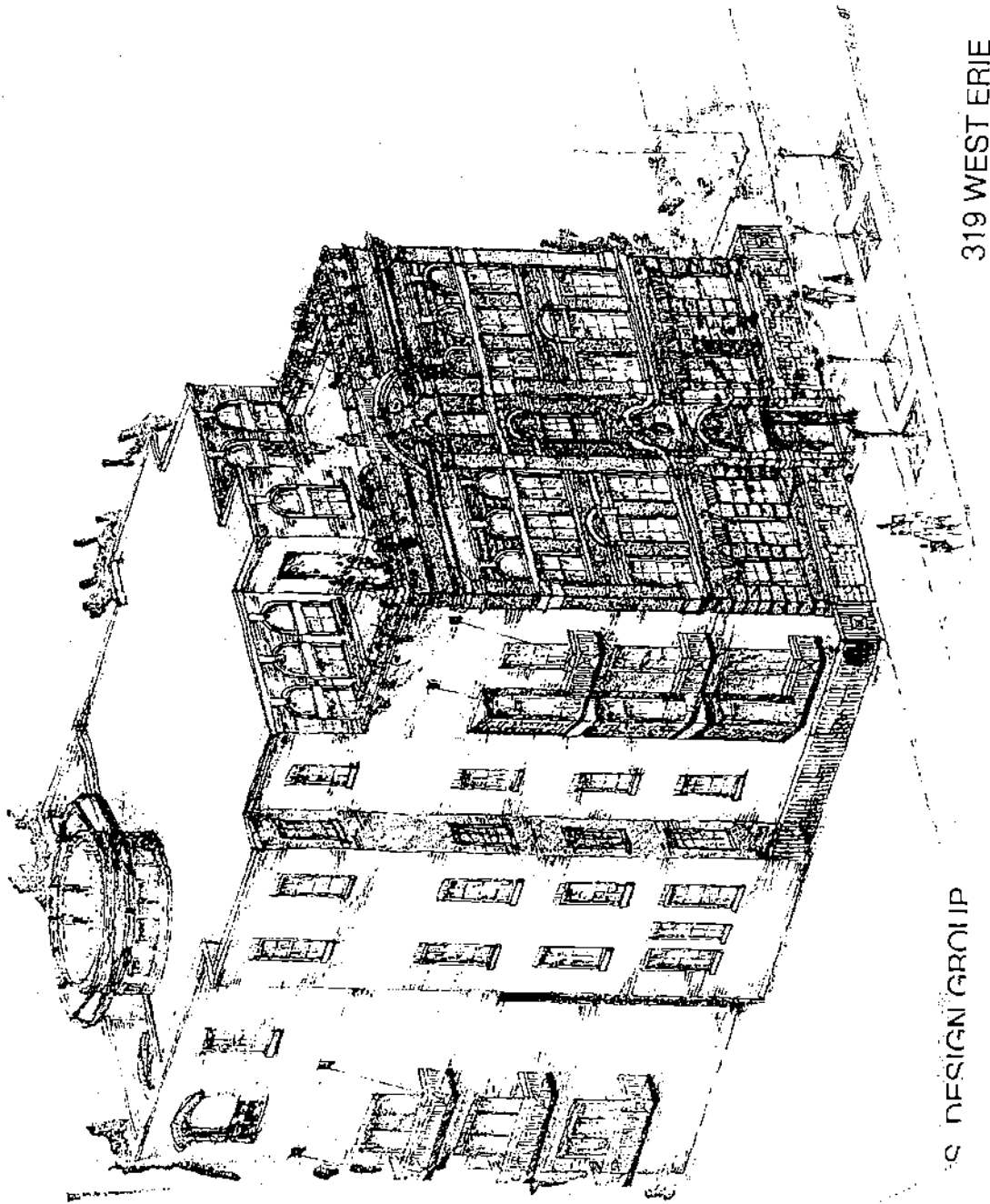
[Drawing referred to in this ordinance printed
on page 7270 of this *Journal*.]

1414 North Wells Condominium Association.

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

(Continued on page 7271)

Ordinance associated with this drawing printed
on page 7269 of this *Journal*.



(Continued from page 7269)

SECTION 1. Permission and authority are hereby given and granted to 1414 North Wells Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eight (8) balconies projecting over the public right-of-way adjacent to its premises known as 1414 North Wells Street. Said balconies shall each measure eleven (11) feet in length and be one (1) foot over the public way. Balconies on the first (1st) floor shall be no lower than thirteen (13) feet above grade. 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 1028769 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after January 12, 2003.

[Drawing referred to in this ordinance printed
on page 7272 of this *Journal*.]

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT
OF PRIVILEGE TO CHICAGO MOTOR BUS COMPANY
TO CONSTRUCT, INSTALL, MAINTAIN AND USE
KIOSKS AT VARIOUS LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 7273)

(Continued from page 7271)

CHICAGO, August 28, 2003.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an amendment to an ordinance passed by the City Council of the City of Chicago for Chicago Motor Bus Company on April 9, 2003 and printed upon page 106718 of the *Journal of the Proceedings of the City Council of the City of Chicago* by deleting the words: "northeast corner of South Franklin Street and West Jackson Boulevard" and inserting in their place the words: "319 West Jackson Boulevard". This ordinance was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Chicago Motor Bus Company on April 9, 2003 and printed upon page 106718 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "... northeast corner of South Franklin Street and West Jackson Boulevard", and inserting in their place the words: "... 319 West Jackson Boulevard".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT
OF PRIVILEGE TO METRA TO CONSTRUCT, INSTALL,
MAINTAIN AND USE H-PILES ON AND UNDER
PUBLIC WAY AT VARIOUS LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an amendment to an ordinance passed by the City Council of the City of Chicago for Metra on June 4, 2003 and printed upon page 2580 of the *Journal of the Proceedings of the City Council of the City of Chicago* by deleting language regarding dimensions. This ordinance was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Metra on June 4, 2003 and printed upon page 2580 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words:

“5.5 feet in depth

5.3 feet in depth

5.84 feet in depth

6.48 feet in depth

9.7 feet in depth

10.6 feet in depth

5.7 feet in depth

5.3 feet in depth

9.13 feet in depth

9.33 feet in depth”

and inserting in their place the words:

“12.49 feet in depth

12.32 feet in depth

12.50 feet in depth

12.50 feet in depth

17.50 feet in depth

17.50 feet in depth

12.50 feet in depth

12.40 feet in depth

17.50 feet in depth

17.70 feet in depth”.

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF
PRIVILEGE TO PEOPLES GAS LIGHT & COKE COMPANY TO
CONSTRUCT, INSTALL, MAINTAIN AND USE FLORAL
BEDS AND BUSHES ON PUBLIC WAY ADJACENT
TO 3955 NORTH KILPATRICK AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and

recommend that Your Honorable Body Pass an amendment to an ordinance passed by the City Council of the City of Chicago for Peoples Gas Light & Coke Company on June 4, 2003 and printed upon page 2608 of the *Journal of the Proceedings of the City Council of the City of Chicago* deleting the words: "along West Irving Park Road, total square footage to be occupied shall be three hundred fifteen (315)" and inserting in their place the words: "along West Irving Park Road, a total square footage of five thousand one hundred thirty-six (5,136) shall be used for beautification purposes (raised flower beds)". This ordinance was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schalter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Peoples Gas Light & Coke Company on June 4, 2003 and printed upon page 2608 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: ". . . along West Irving Park Road, total square footage to be occupied shall be three hundred fifteen (315)" and inserting in

their place the words: "... along West Irving Park Road, a total square footage of five thousand one hundred thirty-six (5,136) shall be used for beautification purposes (raised flower beds)".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

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 to construct, maintain and use sundry canopies by various establishments. These orders were referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

Absolute Janitorial Services: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Absolute Janitorial Services ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 11111 South Spaulding Avenue for a period of three (3) years from and after July 19, 2003 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 thirteen (13) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028842 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Champagne Furniture Gallery, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Champagne Furniture Gallery, Inc. ("Permittee") to construct, maintain and use eleven (11) canopies over the public way attached to the structure located at 65 West Illinois Street for a period of three (3) years from and after July 19, 2003 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 five (5) feet in length and five (5) feet in width, one (1) at five (5) feet in length and five (5) feet in width, one (1) at five (5) feet in length and five (5) feet in width, one (1) at five (5) feet in length and five (5) feet in width, one (1) at five (5) feet in length and five (5) feet in width, one (1) at five (5) feet in length and five (5) feet in width, one (1) at five (5) feet in length and five (5) feet in width, one (1) at five (5) feet in length and two (2) feet in width, one (1) at five (5) feet in length and two (2) feet in width, one (1) at five (5) feet in length and two (2) feet in width and one (1) at five (5) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028853 the sum of Five Hundred Fifty and no/100 Dollars (\$550.00) 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

El Tornillo Corp.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to El Tornillo Corp. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3735 West 26th Street for a period of three (3) years from and after July 19, 2003 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-five (35) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028609 the sum of Sixty and no/100 Dollars (\$60.00) 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Heatmasters, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Heatmasters, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5540 West Lawrence Avenue for a period of three (3) years from and after August 6, 2003 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 seventy-one (71) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028608 the sum of Ninety-six and no/100 Dollars (\$96.00) 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Hotel Burnham: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Hotel Burnham ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1 West Washington Street for a period of three (3) years from and after July 19, 2003 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 ten (10) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028845 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Mr. Frank Joseph Kam: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Frank Joseph Kam ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1757 West Beach Avenue for a period of three (3) years from and after July 20, 2003 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 one (1) foot in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028713 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

La Tache: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to La Tache ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1475 West Balmoral Avenue for a period of three (3) years from and after January 10, 2003 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 six (6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028745 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Lutnia Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lutnia Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5532 West Belmont Avenue for a period of three (3) years from and after January 27, 2003 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 six (6) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028750 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

The Manhandler: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Manhandler ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1948 North Halsted Street for a period of three (3) years from and after March 30, 2003 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028746 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Marco & Mali, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Marco & Mali, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4520 North Lincoln Avenue for a period of three (3) years from and after July 25, 2003 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 six (6) feet in length and seven (7) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028607 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Nike Retail Service, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Nike Retail Service, Inc. ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 669 North Michigan Avenue for a period of three (3) years from and after August 30, 2003 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 seventeen (17) feet in length and two (2) feet in width, one (1) at seventeen (17) feet in length and two (2) feet in width and one (1) at fourteen (14) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028851 the sum of One Hundred Fifty and no/100 Dollars (\$150.00) 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Rosebud Cafe: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Rosebud Cafe ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1500 West Taylor Street along South Laflin Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventy-five (75) feet in length and ten and two-tenths (10.2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028756 the sum of One Hundred and no/100 Dollars (\$100.00) 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Rush Exchange L.L.C.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Rush Exchange L.L.C. ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 630 North Rush Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at approximately sixty (60) feet in length and sixteen (16) feet in width and one (1) at approximately twelve (12) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028877 the sum of One Hundred Thirty-five and no/ 100 Dollars (\$135.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Supera Property Management, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Supera Property Management, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3616 North Pine Grove Avenue for a period of three (3) years from and after August 2, 2003 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028651 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

That's Our Bag: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to That's Our Bag ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 200 North Michigan Avenue for a period of three (3) years from and after August 30, 2003 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-seven (37) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028868 the sum of Sixty-two and no/100 Dollars (\$62.00) 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

The Whitney Condominium Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Whitney Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1301 North Dearborn Street for a period of three (3) years from and after July 30, 2003 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 fourteen (14) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028819 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

21 E. Chestnut Condominium Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 21 E. Chestnut Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 21 East Chestnut Street for a period of three (3) years from and after July 21, 2000 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 seventeen (17) feet in length and fourteen (14) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028854 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

330 North Wabash L.L.C.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 330 North Wabash L.L.C. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 330 North Wabash Avenue for a period of three (3) years from and after November 8, 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-two (32) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1028860 the sum of Fifty-seven and no/100 Dollars (\$57.00) 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.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

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 on July 29, 2003) 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

Blue Agave.

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

SECTION 1. Permission and authority are hereby given and granted to Blue Agave, 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 1050 North State Street. Said sidewalk cafe area Number 1 shall be thirty-four (34) feet in length and ten (10) feet in width, sidewalk cafe area Number 2 shall be twenty (25) feet in length and six (6) feet in width and sidewalk cafe area Number 3 shall be eleven (11) feet in length and four (4) feet in width for a total of five hundred thirty-four (534) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Maple Street. The compensation for said space and the days and hours of operation for the sidewalk cafes shall be as follows:

Monday through Sunday, 11:30 A.M. to 11:00 P.M.

Compensation: \$1,228.20/Seating: 45.

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 1028859 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, 2003 through, and including, November 1, 2003.

Fitzpatrick.

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

SECTION 1. Permission and authority are hereby given and granted to Fitzpatrick, 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 166 East Superior Street. Said sidewalk cafe area shall be nineteen (19) feet in length and eleven (11) feet in width for a total of two hundred nine (209) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along East Superior Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 10:30 A.M. to 9:30 P.M.

Friday and Saturday, 10:30 A.M. to 10:30 P.M.

Compensation: \$250.00/Seating: 24.

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 1028891 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, 2003 through, and including, November 1, 2003.

Katerina's Street Of Dreams.

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

SECTION 1. Permission and authority are hereby given and granted to Katerina's Street of Dreams, 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 1920 West Irving Park Road. Said sidewalk cafe area Number 1 shall be six (6) feet in length and five and five-tenths (5.5) feet in width and sidewalk cafe area Number 2 shall be twelve and six-tenths (12.6) feet in length and five and five-tenths (5.5) feet in width for a total of one hundred two and three-tenths (102.3) 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 cafes shall be as follows:

Monday through Friday, 8:00 A.M. to 10:00 P.M.

Saturday and Sunday, 10:00 A.M. to 10:00 P.M.

Compensation: \$250.00/Seating: 18.

This grant of privilege Number 1028844 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, 2003 through, and including, November 1, 2003.

La Cucina Di Donatella.

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

SECTION 1. Permission and authority are hereby given and granted to La Cucina Di Donatella, 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 2221 West Howard Street. Said sidewalk cafe area shall be fifteen (15) feet in length and ten and nine-tenths (10.9) feet in width for a total of one hundred sixty-three and five-tenths (163.5) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Howard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 11:00 P.M.

Saturday, 9:00 A.M. to 11:00 P.M.

Sunday, 5:00 P.M. to 10:00 P.M.

Compensation: \$250.00/Seating: 12.

This grant of privilege Number 1028857 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, 2003 through, and including, November 1, 2003.

Operetta Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Operetta 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 5653 West Fullerton Avenue. Said sidewalk cafe area shall be twenty-five (25) feet in length and ten (10) feet in width for a total of two hundred fifty (250) square feet and shall allow six (6) feet of clear space from the

face of the curb/building line along West Fullerton Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 12:00 Noon to 11:00 P.M.

Saturday and Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$250.00/Seating: 20.

This grant of privilege Number 1028843 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, 2003 through, and including, November 1, 2003.

The Pepper Canister.

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

SECTION 1. Permission and authority are hereby given and granted to The Pepper Canister, 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 509 North Wells Street. Said sidewalk cafe area shall be twenty-five (25) feet in length and nine (9) 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 Wells Street. 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 11:00 P.M.

Compensation: \$300.00/Seating: 28.

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 1028472 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, 2003 through, and including, November 1, 2003.

312 Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to 312 Chicago, 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 136 North LaSalle Street. Said sidewalk cafe area Number 1 shall be seventeen and five-tenths (17.5) feet in length and seven and seven-tenths (7.7) feet in width, sidewalk cafe area Number 2 shall be twelve and nine-tenths (12.9) feet in length and nine and three-tenths (9.3) feet in width and sidewalk cafe area Number 3 shall be twenty-five (25) feet in length and five and eight-tenths (5.8) feet in width for a total of three hundred ninety-nine and seventy-two hundredths (399.72) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North LaSalle Street. The compensation for said space and the days and hours of operation for the sidewalk cafes shall be as follows:

Monday through Friday, 11:00 A.M. to 11:00 P.M.

Saturday and Sunday, 5:00 P.M. to 11:00 P.M.

Compensation: \$770.94/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 1028872 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, 2003 through, and including, November 1, 2003.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF
PRIVILEGE TO PICANTE TAQUERIA FOR SIDEWALK CAFE
ADJACENT TO 2016 WEST DIVISION STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an amendment to an ordinance passed by the City Council of the City of Chicago for Picante Taqueria on May 7, 2003 and printed upon page 1260 of the *Journal of the Proceedings of the City Council of the City of Chicago* by deleting the words: "twenty-four (24) feet in width" and inserting in their place the words: "thirty and eight-tenths (30.8) feet in width". This ordinance was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Picante Taqueria on May 7, 2003 and printed upon page 1260 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "twenty-four (24) feet in width" and inserting in their place the words: "thirty and eight-tenths (30.8) feet in width".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF
PRIVILEGE TO STELLA'S DINER FOR SIDEWALK CAFE
ADJACENT TO 3042 NORTH BROADWAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for Stella's Diner on May 7, 2003 and printed upon page 1315 of the *Journal of the Proceedings of the City Council of the City of Chicago* by deleting the words: "sidewalk cafe shall measure forty (40) feet in length and ten (10) feet in width" and inserting in their place the words: "sidewalk cafe shall measure fifty (50) feet in length and ten (10) feet in width". This ordinance was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Stella's Diner on May 7, 2003 and printed upon page 1315 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "sidewalk cafe shall measure forty (40) feet in length and ten (10) feet in width" and inserting in their place the words: "sidewalk cafe shall measure fifty (50) feet in length and ten (10) feet in width".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AUTHORIZATION FOR APPROVAL OF BRICKYARD SUBDIVISION
ON PORTIONS OF NORTH NARRAGANSETT AVENUE
AND WEST DIVERSEY AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

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 proposed Brickyard Subdivision having frontage of 1,886.626 feet on the west line of North Narragansett Avenue, running south from the south line of West Diversey Avenue and having frontage of 1,287.343 feet on the south line of West Diversey Avenue, running west from the west line of North Narragansett Avenue. This ordinance was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent Of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed ordinance for the Brickyard Subdivision having frontage of 1,886.626 feet on the west line of North Narragansett Avenue, running south from the south line of West Diversey Avenue and having frontage of 1,287.343 feet on the south line of West Diversey Avenue, running west from the west line of North Narragansett Avenue as shown on the attached plat, when the necessary certificates are shown on said plat for W9/MLM Real Estate Limited Partnership (File Number 30-36-03-2739).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat referred to in this ordinance printed
on page 7309 of this *Journal*.]

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, August 28, 2003.

To the President and Members of the City Council:

(Continued on page 7310)

(Continued from page 7308)

Your Committee on Transportation and Public Way begs leave to report and 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 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Asad Auto Repairs.

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 Asad Auto Repairs of 8100 South Kedzie Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 8100 South Kedzie Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Catholic Charities Housing
Development Corporation.*

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Catholic Charities Housing Development Corporation of 721 North LaSalle Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 6700 South Racine Avenue and 1200 West 68th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Radames De Jesus.

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 Radames De Jesus, 5923 -- 5925 West Corcoran Place, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5923 -- 5925 West Corcoran Place.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Deliverance Manor Apartments.

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

SECTION 1. That the Commissioner of Buildings is hereby directed to exempt Deliverance Manor Apartments, 4201 South Wabash Avenue, from provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4201 South Wabash Avenue.

Said building and parking lot shall be used exclusively for not-for-profit and related purpose and shall not be leased 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.

*Jamaica Jerk, Inc., In Care
Of Mr. Stanley Waite.*

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 Jamaica Jerk, Inc., in care of Stanley Waite, 1720 North Orchard Street, Unit D, Chicago, Illinois, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1631 West Howard Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Lakeview Group, 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 Lakeview Group, Inc., 6060 North Ridge Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6060 North Ridge Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Leigh Ballen Developers, 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 Leigh Ballen Developers, Inc. at 4852 -- 4858 South Indiana Avenue and 118 -- 124 East 49th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4852 -- 4858 South Indiana Avenue and 118 -- 124 East 49th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Leticia Valencia's Glass For Autos.

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 Leticia Valencia's Glass for Autos, 4376 West Ogden Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4376 West Ogden Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Manny Appliances.

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 Manny Appliances of 5050 West Armitage Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5050 West Armitage Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Ms. Valerie Mitev.

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 Valerie Mitev of 5820 North Western Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5820 North Western Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Mr. Barry McNaughton.

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 Barry McNaughton of 4210 North Weed Street from the provisions requiring barriers as

a prerequisite to prohibit alley ingress and egress to parking facilities for 2242 -- 2244 West Belmont Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Merrillview Corporation.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Merrillview Corporation at 7026 -- 7028 South Merrill Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 7026 -- 7028 South Merrill Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Ifeta Redzonvic.

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 Ifeta Redzonvic of 4900 -- 4910 North Lincoln Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4900 -- 4910 North Lincoln Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Stuart Shiner/Ohio-Arm Properties 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 Stuart Shiner/Ohio-Arm Properties L.L.C. of 1500 -- 1510 West Ohio Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1500 -- 1510 West Ohio Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Old Town School Of Folk Music.

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 Old Town School of Folk Music of 4511 -- 4513 North Lincoln Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4511 -- 4513 North Lincoln Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Park Federal Savings Bank.

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 Park Federal Savings Bank of 2731 -- 2741 West 55th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for

2731 -- 2741 West 55th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Paulina Venture I, 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 Paulina Venture I, L.L.C. of 900 North North Branch Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1703 -- 1719 West Surf Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Pratt Manor Partners.

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 Pratt Manor Partners, 6751 -- 6753 North Newgard Avenue and 1423 -- 1425 West Pratt Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6751 -- 6753 North Newgard Avenue and 1423 -- 1425 West Pratt Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Ronan Developers 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 Ronan Developers L.L.C. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2934 West Montrose Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Sun Auto 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 Director of Revenue is hereby authorized and directed to exempt Sun Auto Services of 3201 North Damen Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3201 North Damen Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Tempest 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 Tempest

Properties of 1234 North Halsted Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2207 North Western Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Triple A&R Transmission, 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 Triple A&R Transmission, Inc., 5033 West Belmont Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5033 West Belmont Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

319 West Erie 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 Commissioner of the Department of Transportation is hereby authorized and directed to exempt 319 West Erie L.L.C., located at 319 West Erie Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 319 West Erie Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Jay Brown/2626 Lincoln 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 Jay Brown on behalf of 2626 Lincoln L.L.C., 2550 Crawford Avenue, Suite 11, Evanston, Illinois 60201, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 7377 -- 7383 North Rogers Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SAC
ON PORTION OF WEST 57TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

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 on West 57th Street, east of South Union Avenue. This ordinance was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

on West 57th Street, east of South Union Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC
CIRCLES AT VARIOUS LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

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 proposed ordinances

authorizing and directing the Commissioner of Transportation to construct traffic circles at various locations. These ordinances were referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

North Lavergne Avenue And West Newport Avenue.

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:

in the intersection of North Lavergne Avenue and West Newport Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

West Melrose Street And North Meade Avenue.

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:

in the intersection of West Melrose Street and North Meade Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

CONSIDERATION FOR INSTALLATION OF TRAFFIC CIRCLE
AT 7159 -- 7201 SOUTH WINCHESTER AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

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 order authorizing and directing the Commissioner of Transportation to construct a traffic circle at 7159 -- 7201 South Winchester Avenue. This order was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a traffic circle at 7159 -- 7201 South Winchester Avenue.

CONSIDERATION FOR INSTALLATION OF GUARDRAILS
AT VARIOUS LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and order authorizing and directing the Commissioner of Transportation to give consideration to the installation of guardrails at various locations. These ordinances and order were referred to the Committee on July 29, 2003.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinance and order as passed (the italic heading in each case not being a part of the ordinance or order):

4015 West Addison Street.

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 on the southwest side of 4015 West Addison Street.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

1942 North Karlov Avenue.

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 on the west side of 1942 North Karlov Avenue.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

2034 -- 2040 West 18th Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a guardrail at 2034 to 2040 West 18th Street.

AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC PORTIONS
OF VARIOUS PUBLIC WAYS IN CONJUNCTION WITH
CONSTRUCTION OF NEW KENNEDY-KING CAMPUS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

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 close various public ways to vehicular traffic. These ordinances were referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

*Portions Of South Halsted Parkway, West 64th Street,
West 63rd Place And South Peoria Drive.*

WHEREAS, It is necessary to construct a new Kennedy-King College campus and the proposed construction shall create a new learning environment for the students 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 vehicle traffic the following street sections:

1. that portion of South Halsted Parkway bounded by West 63rd Street on the north and West 65th Street on the south;

2. that portion of West 64th Street bounded by South Lowe Avenue on the east and South Peoria Drive on the west;
3. that portion of West 63rd Place bounded by South Halsted Parkway on the east and South Halsted Street on the west; and
4. that portion of South Peoria Drive bounded by South Halsted Street on the east and South Green Street on the west.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Portions Of Various Public Alleys.

WHEREAS, It is necessary to construct a new Kennedy-King College campus and the proposed construction shall create a new learning environment for the students 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 vehicle traffic the following alley sections:

1. the east/west 16 foot public alley bounded by West 63rd Place on the north; West 64th Street on the south; South Halsted Parkway on the east; and South Lowe Avenue on the west;
2. the north/south 13 foot and the east/west 16 foot public alleys bounded by West 64th Street on the north; West 65th Street on the south; South Halsted Parkway on the east; and South Lowe Avenue on the west; and
3. the north/south 16 foot public alley bounded by West 63rd Street on the north; West 65th Street on the south; South Halsted Street on the east; and South Peoria Drive on the west; and

SECTION 2. This ordinance shall take effect upon its passage and publication.

PERMISSION GRANTED TO CHICAGO TRANSIT AUTHORITY TO
INSTALL, MAINTAIN AND OPERATE MOTORBUS ROUTE
ON PORTION OF NORTH CLARENDON AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

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 granting consent and permission of the City of Chicago to the Chicago Transit Authority, a municipal corporation, created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on North Clarendon Avenue from West Wilson Avenue to West Lawrence Avenue. This ordinance was referred to the Committee on July 9, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That consent and permission of the City of Chicago is hereby given to the Chicago Transit Authority, a municipal corporation, created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on:

North Clarendon Avenue from West Wilson Avenue to West Lawrence Avenue
as part of the Chicago Transit Authority's bus route, authorized by the ordinance granted to the Chicago Transit Authority, passed by the City Council of the City of Chicago, on April 23, 1945, as amended.

SECTION 2. That consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, paragraph B of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

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

AUTHORIZATION TO ENTER INTO TEMPORARY USE AGREEMENT
WITH JOAN ARAI MIDDLE SCHOOL FOR PARKING LOT
AT 900 WEST EASTWOOD AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

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 the Commissioner of General Services to enter into a temporary use agreement with Joan Arai Middle School allowing city residents to use the parking lot located at 900

West Eastwood Avenue between the hours of 9:00 P.M. and 7:00 A.M.. This ordinance was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of General Services, or his designee, is hereby authorized to enter into the attached temporary use agreement with Joan Arai Middle School. The Director of Revenue is hereby authorized to undertake all actions necessary to effectuate the purposes of this ordinance and the attached agreement.

SECTION 2. This ordinance shall be in force and effect upon its passage and approval.

Temporary Use Agreement referred to in this ordinance reads as follows:

Temporary Use Agreement.

The City of Chicago and Joan Arai Middle School hereby agree as follows:

1. City residents may use the parking lot located at 900 West Eastwood Avenue between the hours of 9:00 P.M. and 7:00 A.M.
2. The City of Chicago agrees to defend, indemnify and hold harmless Joan Arai Middle School from and against any and all damages, loss, claims, demands and causes of action of any nature whatsoever, including claims, demands attorneys' fees and all legal expenses and causes of action for the injury or damages to persons and property, and damage to Joan Arai Middle School property, arising out of the City of Chicago's utilization of the parking lot at 900 West Eastwood Avenue.
3. This agreement may be terminated by either party by written notice. Such notice shall be hand-delivered at least five (5) days prior to the date upon which termination is effective.
4. The City may institute a permit system to control access to the parking spaces allocated in this agreement.
5. This agreement will be in force and effect on and after July 29, 2003.

STANDARDIZATION OF PORTION OF NORTH CAMPBELL AVENUE
AS "GOVERNOR SILA M. CALDERON AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

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 that portion of North Campbell Avenue lying between West Thomas Street

to West Potomac Avenue as "Governor Sila M. Calderon Avenue". This ordinance was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to an ordinance passed by the City Council December 3, 1984, and printed on pages 11459 -- 11460 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date, the Commissioner of Transportation shall take the necessary measures for standardization of that portion of North Campbell Avenue lying between West Thomas Street to West Potomac Avenue as "Governor Sila M. Calderon Avenue".

SECTION 2. This ordinance shall be in full force and effect from and after its date of passage and due publication.

STANDARDIZATION OF PORTION OF SOUTH WOLCOTT AVENUE
AS "LINDA COLLINS AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Wolcott Avenue, on both sides of the street, from West Taylor Street to West Polk Street as "Linda Collins Avenue". This ordinance was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schalter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the *Journal of the Proceedings of the City Council of the City of Chicago* 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 South Wolcott Avenue, on both sides of the street, from West Taylor Street to West Polk Street as "Linda Collins Avenue".

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

STANDARDIZATION OF 5100 -- 5158 SOUTH LOREL AVENUE
AS "JEAN FRANCYK BOULEVARD".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

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 5100 to 5158 South Lorel Avenue as "Jean Franczyk Boulevard". This ordinance was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of 5100 to 5158 South Lorel Avenue as "Jean Franczyk Boulevard".

SECTION 2. This ordinance shall take effect upon its passage and publication.

STANDARDIZATION OF PORTION OF SOUTH JEFFERSON STREET
AS "SOL KALE WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily

designate South Jefferson Street, on both sides of the street, from West Maxwell Street to West Taylor Street as "Sol Kale Way". This ordinance was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the *Journal of the Proceedings of the City Council of the City of Chicago* 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 South Jefferson Street, on both sides of the street, from West Maxwell Street to West Taylor Street as "Sol Kale Way".

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

STANDARDIZATION OF PORTION OF NORTH KIMBALL AVENUE
AS "MARTIN KIMBELL AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

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 that portion of North Kimball Avenue lying between West Fullerton Avenue to West Wrightwood Avenue as "Martin Kimbell Avenue". This ordinance was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to an ordinance passed by the City Council December 3, 1984, and printed on pages 11459 -- 11460 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date, the Commissioner of Transportation shall take the necessary measures for standardization of that portion of North Kimball Avenue lying between West Fullerton Avenue and West Wrightwood Avenue as "Martin Kimbell Avenue".

SECTION 2. This ordinance shall be in full force and effect from and after its date of passage and due publication.

AUTHORIZATION FOR INSTALLATION OF "WARREN I. ROBINSON
WAY" HONORARY STREET-NAME SIGNS ON PORTION
OF SOUTH WOODLAWN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Woodlawn Avenue between East 71st Street and East 71st Place and on South Woodlawn Avenue between East 71st Place and East 72nd Street to be known as "Warren I. Robinson Way". This ordinance was referred to the Committee on August 28, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of the Chicago Department of Transportation is hereby authorized and directed to cause the installation of honorary street-name signs on South Woodlawn Avenue between East 71st Street and East 71st Place and on South Woodlawn Avenue between East 71st Place and East 72nd Street to be known as "Warren I. Robinson Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

CONSIDERATION FOR ERECTION OF "BISHOP SAMUEL S.
MC CARTHY AVENUE" HONORARY STREET-NAME
SIGNS ON PORTION OF SOUTH
ELIZABETH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 28, 2003.

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 order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the 6900 and 7000 blocks of South Elizabeth Street as "Bishop Samuel S. McCarthy Avenue". This order was referred to the Committee on July 29, 2003.

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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the erection of a honorary street sign for Bishop Samuel S. McCarthy to be placed at the 6900 and 7000 blocks of South Elizabeth Street.

COMMITTEE ON ZONING.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF
CHICAGO (CHICAGO ZONING ORDINANCE) BY
RECLASSIFICATION OF AREA SHOWN
ON MAP NUMBER 5-I.

(As Amended)

(Application Number 13741)

(Committee Meeting Held May 13, 2003)

The Committee on Zoning submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on May 13, 2003, I beg leave to recommend that Your Honorable Body *Pass* an ordinance transmitted herewith for the purpose of reclassifying a particular area.

I beg leave to recommend the passage of one ordinance which was corrected and amended in its amended form. It is Application Number 13741.

At this time, I move for passage of the substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stonie -- 42.

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 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map Number 5-I in the area bounded by:

West Francis Place; a line 113.44 feet east of and parallel to the public alley next east of and parallel to North California Avenue; West Armitage Avenue; and the public alley next east of and parallel to North California Avenue,

to those of a B4-3 Restricted Service District.

SECTION 2. This ordinance takes effect after its passage and approval.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREAS SHOWN ON MAP NUMBERS 1-H, 2-I,
5-H, 5-N, 7-G, 9-G, 14-N AND 18-D.

(Committee Meeting Held August 12, 2003)

The Committee on Zoning submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 12, 2003, 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 one ordinance which was corrected and amended in its amended form. It is Application Number A-5164.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers A-5191, A-5192, 13763, 13764, 13765, 13907, 14026, 14027, 14029, 14030, 14048, 14049, 14050 and 14051 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers A-5191, A-5192, 13763, 13764, 13765, 13907, 14026, 14027, 14029, 14030, 14048, 14049, 14050 and 14051 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 41.

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 has a familial relationship with the applicants' attorney.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-H.
(Application Number 13907)

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 amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 1-H in the area bounded by:

West Huron Street; a line 150 feet east of and parallel to North Wood Street; the alley next south of and parallel to West Huron Street; and a line 100 feet east of and parallel to North Wood 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 publication.

Reclassification Of Area Shown On Map Number 2-I.
(Application Number 13763)

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 symbols and indications as shown on Map Number 2-I in the area 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,

to those of an R5 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 2-I.
(Application Number 13764)

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 symbols and indications as shown on Map Number 2-I in the area 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,

to those of an R5 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 2-I.
(Application Number 13765)

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 symbols and indications as shown on Map Number 2-I in the area 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,

to those of an R5 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 5-H.
(Application Number 14026)

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 5-H in the area bounded by:

the alley next north of and parallel to West Cortland Street; North Honore Street; West Cortland Street; and a line 26.50 feet west of North Honore 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 5-H.
(Application Number 14029)

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 5-H in the area bounded by:

a line 308 feet southeast of and parallel to West Moffat Street; North Milwaukee Avenue; a line 374 feet southeast of and parallel to West Moffat Street; and the alley next southwest of and parallel to North Milwaukee Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-H.
(Application Number 14048)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 5-H in the area bounded by:

North Hoyne Avenue; a line 136 feet north of and parallel to West North Avenue; a line 51 feet east of and parallel to North Hoyne Avenue; and West North Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-H.
(Application Number 14049)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 5-H in the area bounded by:

West Concord Place; North Hoyne Avenue; the alley next south of and parallel to West Concord Place; and a line 91.67 feet west of and parallel to North Hoyne Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-N.
(Application Number 14030)

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B3-2 General Retail District and R2 Single-Family Residence District symbols and indications as shown on Map Number 5-N in the area bounded by:

the alley next north of and parallel to West North Avenue; a line 269.24 feet east of North Neva Avenue; West North Avenue; and North Neva Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number A-5191)

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map Number 7-G in the area bounded by:

a line 80.62 feet south of and parallel to West Wellington Avenue; North Sheffield Avenue; a line 130.62 feet south of West Wellington Avenue; and the alley next west of and parallel to North Sheffield Avenue,

to those of an R6 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 A-5192)

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map Number 7-G in the area bounded by:

a line 105.67 feet north of and parallel to West Oakdale Avenue; North Sheffield Avenue; a line 55.67 feet north of West Oakdale Avenue; and the alley next west of and parallel to North Sheffield Avenue,

to those of an R6 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 9-H.
(Application Number 14051)

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map Number 9-H in the area bounded by:

a line 97 feet southeast of West Melrose Street, as measured at the westerly right-of-way line of North Lincoln Avenue and perpendicular thereto; North Lincoln Avenue; a line 122 feet southeast of West Melrose Street, as measured at the westerly right-of-way line of North Lincoln Avenue and perpendicular thereto; a line 25 feet east of the alley next east of and parallel to North Paulina Street; West Belmont Avenue; the alley next east of and parallel to North Paulina Street; and the alley next southwest of North Lincoln Avenue,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 14-N.
(Application Number 14050)

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 14-N in the area bounded by:

a line 215 feet north of West 62nd Street; South Narragansett Avenue; a line 125 feet north of West 62nd Street; and the alley next west of and parallel to South Narragansett Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 18-D.
(Application Number 14027)*

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map Number 18-D in the area bounded by:

the alley next north of and parallel to East 75th Street; South Blackstone Avenue; East 75th Street; and South Dante Avenue,

to those of an R6 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF PARTICULAR AREAS.

(Committee Meeting Held August 12, 2003)

The Committee on Zoning submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 12, 2003, 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 one ordinance which was corrected and amended in its amended form. It is Application Number A-5164.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers A-5191, A-5192, 13763, 13764, 13765, 13907, 14026, 14027, 14029, 14030, 14048, 14049, 14050 and 14051 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers A-5191, A-5192, 13763, 13764, 13765, 13907, 14026, 14027, 14029, 14030, 14048, 14049, 14050 and 14051 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-G.
(Application Number 14046)

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 1-G in the area bounded by:

West St. Paul Avenue; a line 246 feet west of and parallel to North Damen Avenue; the alley next south of West St. Paul Avenue; and a line 270.54 feet west of and parallel to North Damen Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 2-I.
(Application Number 14044)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map Number 2-I in the area bounded by:

the north side of West Harrison Street from a line parallel to South California Avenue, 278 feet west of South California Avenue; the alley next north of West Harrison Street; and a line parallel to South California Avenue, 253 feet west of South California Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-F.
(Application Number 14037)

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 B4-3 Restricted Service District symbols and indications as shown on Map Number 3-F in the area bounded by:

a line 831.49 feet north of and parallel to West Chicago Avenue, the public alley east of and parallel to North Larrabee Street; a line 630.69 feet north of and parallel to West Chicago Avenue; and North Larrabee Street,

to those of a B4-4 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 4-H.
(Application Number 14045)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map Number 4-H in the area bounded by:

the north side of West 22nd Street; from a line parallel to and 194 feet west of South Hoyne Avenue; the alley next north of and parallel to West 22nd Street; and a line parallel to and 96 feet west of South Hoyne Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-H.
(Application Number A-5139)

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 R3 General Residence District symbols and indications as shown on Map Number 5-H in the area bounded by:

the public alley next north of and parallel to West Webster Avenue; a line 50 feet west of and parallel to North Seeley Avenue; West Webster Avenue; and a line 75 feet west of and parallel to North Seeley Avenue,

to those of a B4-2 Restricted Service District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 7-L.
(Application Number A-5142)

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 7-L in the area bounded by:

West Belmont Avenue; North Linder Avenue; the public alley next south of and parallel to West Belmont Avenue; and a line 67.5 feet west of and parallel to North Linder Avenue,

to those of a B1-1 Local Retail District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 8-F.
(Application Number 13953)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 8-F in the area bounded by:

a line 125 feet south of and parallel to West 31st Street; South Stewart Avenue; West 33rd Street; and the east line of the Pittsburgh, Fort Wayne and Chicago Railroad right-of-way line,

to those of an R4 General Residence District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 8-G.
(Application Number 14018)

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-G in the area bounded by:

West 35th Street; the alley next east of and parallel to South Morgan Street; a line 208 feet south of and parallel to West 35th Street; and South Morgan Street,

to those of a B1-4 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 8-G.
(Application Number 14021)

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 M1-3 Restricted Manufacturing District symbols and indications as shown on Map Number 8-G in the area bounded by:

West 34th Place; a line 307 feet east of and parallel to South Racine Avenue; the alley next south of and parallel to West 34th Place; and South Racine Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 8-G.
(Application Number 14022)

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 and M2-3 General Manufacturing District symbols and indications as shown on Map Number 8-G in the area bounded by:

a line 165.41 feet north of and parallel to West 37th Place; the alley next west of and parallel to South Halsted Street; the alley next south of and parallel to West 37th Place; and South Lituanica Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 8-H.
(Application Number 14038)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the R3 General Residence District symbols as shown on Map Number 8-H in the area bounded by:

West 35th Street; South Archer Avenue; a line 127.50 feet southwest of the intersection of West 35th Street and South Archer Avenue (as measured along the northwest line of South Archer Avenue); and the public alley next northwest of and parallel to South Archer Avenue,

to those of a B2-1 Restricted Retail District is hereby established in the area above described.

SECTION 2. This ordinance take effect after its passage and approval.

Reclassification Of Area Shown On Map Number 10-F.
(Application Number 14019)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map Number 10-F in the area bounded by:

West 85th Street; South Ashland Avenue; a line 187 feet south of and parallel to West 85th Street; and the alley next west of and parallel to South Ashland 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 11-J.
(As Amended)
(Application Number A-5164)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 11-J in the area bounded by:

West Leland Avenue; North Lawndale Avenue; a line 139 feet, 10 inches north of West Wilson Avenue; the alley next east of North Lawndale Avenue; West Wilson Avenue; a line 412 feet west of the alley next east of North Lawndale Avenue; the alley next south of West Leland Avenue; and North Hamlin Avenue,

to an Institutional Planned Development which is hereby established in the area above described, subject to such use and Bulk Regulations as set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and 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 Institutional Planned Development consists of approximately one hundred ninety-two thousand two hundred forty-nine (192,249) square feet (four and forty-one hundredths (4.41) acres) net site area which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned by the City of Chicago In Trust for the Use of the Schools and the Chicago Park District. The land owned by the City of Chicago in trust for the use of the schools is controlled by the Chicago Board of Education ("Applicant"). The land owned and controlled by the Chicago Park District (Jensen Park) is included in the planned development boundary because (i) the school

building that will be constructed will include a field house component for use by the Chicago Park District in relation to the adjacent Jensen Park and (ii) the scope of work for the project includes the improvement of Jensen Park with a baseball field, splash pool, basketball court and a playground.

2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this planned development. Any dedication or vacation of streets or alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this planned development shall be binding upon the Applicant, its successors and assigns, grantees and lessees, and if different than the Applicant, the legal title holders or any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder or any ground lessors. Furthermore, pursuant to the requirements of Section 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 paragraph or to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.
4. This planned development consists of sixteen (16) 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; a Site/Landscape Plan; and Building Elevations prepared by OWP&P dated June 12, 2003. Full size sets of the Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The planned development is applicable to the area delineated herein and these and no other zoning controls shall apply.
5. The planned development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, the requirements thereof, and satisfies the established criteria for approval as a planned development.

6. The uses permitted within the area of delineated herein as "Institutional Planned Development" shall be educational and recreational facilities, public park, offices, accessory parking and related uses incidental thereto.
7. Identification and other necessary signs, including temporary construction signs, may be permitted within the area delineated herein as "Institutional Planned Development", subject to the review and approval by the Department of Planning and Development.
8. Off-street parking and off-street loading facilities shall be provided in compliance with this planned development, subject to review and approval of the Departments of Transportation and Planning and Development. A minimum of two percent (2%) of all parking spaces shall be designated for parking for the handicapped.
9. Service drives or other means of ingress or egress, including for emergency vehicles shall be adequately designed and paved in accordance with the Municipal Code and the regulations of the Department of Transportation in effect at the time of construction. There shall be no parking within such paved areas or fire lanes. Ingress and egress shall be subject to the review and approval of the Departments of Transportation and Planning and Development.
10. In addition to the maximum height of any building or any appurtenance thereto, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.
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. Improvements of the Property, including landscaping, all entrances and exits to the parking area, shall be designed and installed in substantial conformance with the Site/Landscape Plan, Building Elevations and the Bulk Regulations and Data Table attached hereto and made a part hereof. In addition, parkway trees and other landscaping shall be installed and maintained at all times in accordance with the Site/Landscape Plan and the parkway tree and parking lot landscaping provisions of the Chicago Zoning Ordinance, City regulations and guidelines.

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 the Property in an energy efficient manner, generally consistent with Leadership in Energy and Environmental Design Green Building Rating System ("L.E.E.D."). Copies of these standards may be obtained from the Department of Planning and Development. In addition, if additional funding for the project can be identified and secured, a four thousand (4,000) square foot green roof will be installed to reduce the amount of energy consumed.
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 11.1 1-3(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. 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 application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor in nature, appropriate and consistent with the nature of the improvements contemplated in this planned development and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner 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.
16. Unless substantial construction on the Property has commenced within six (6) years following adoption of this planned development, and unless completion is thereafter diligently pursued, then this planned development shall expire and the zoning of the Property shall automatically revert to its prior R4 General Residence District designation. This six (6) year period may be extended for up to one (1) additional year if, before expiration of the six (6) year period, the Commissioner of Planning and Development determines that good cause for an extension is shown.

[Existing Zoning Map; Boundary, Property Line and Right-of-Way Adjustment Map; Site and Landscape Plan; Existing Land-Use Map; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 7365 through 7369 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

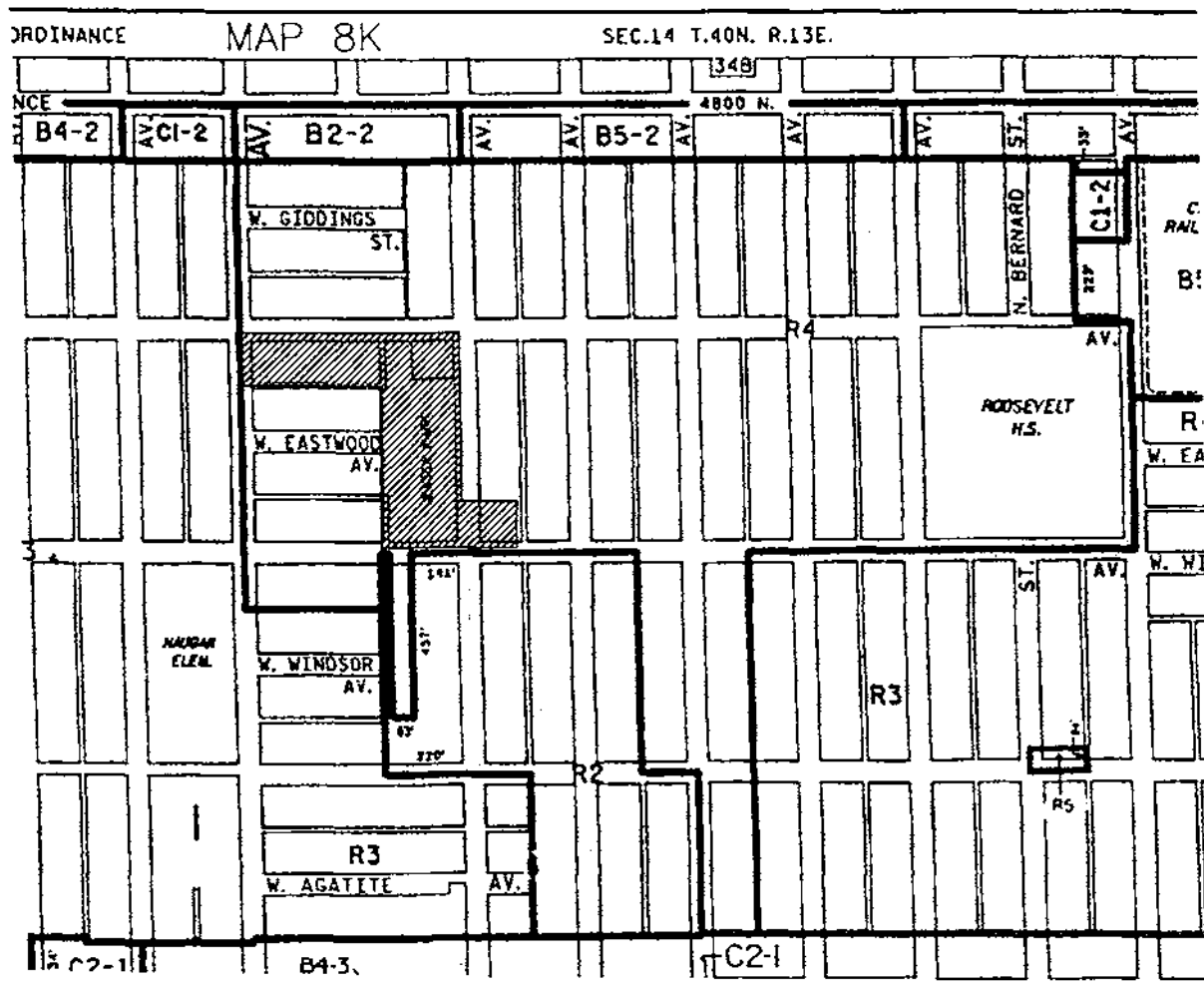
Institutional Planned Development.

Haugan Middle School.

Bulk Regulations And Data Table.

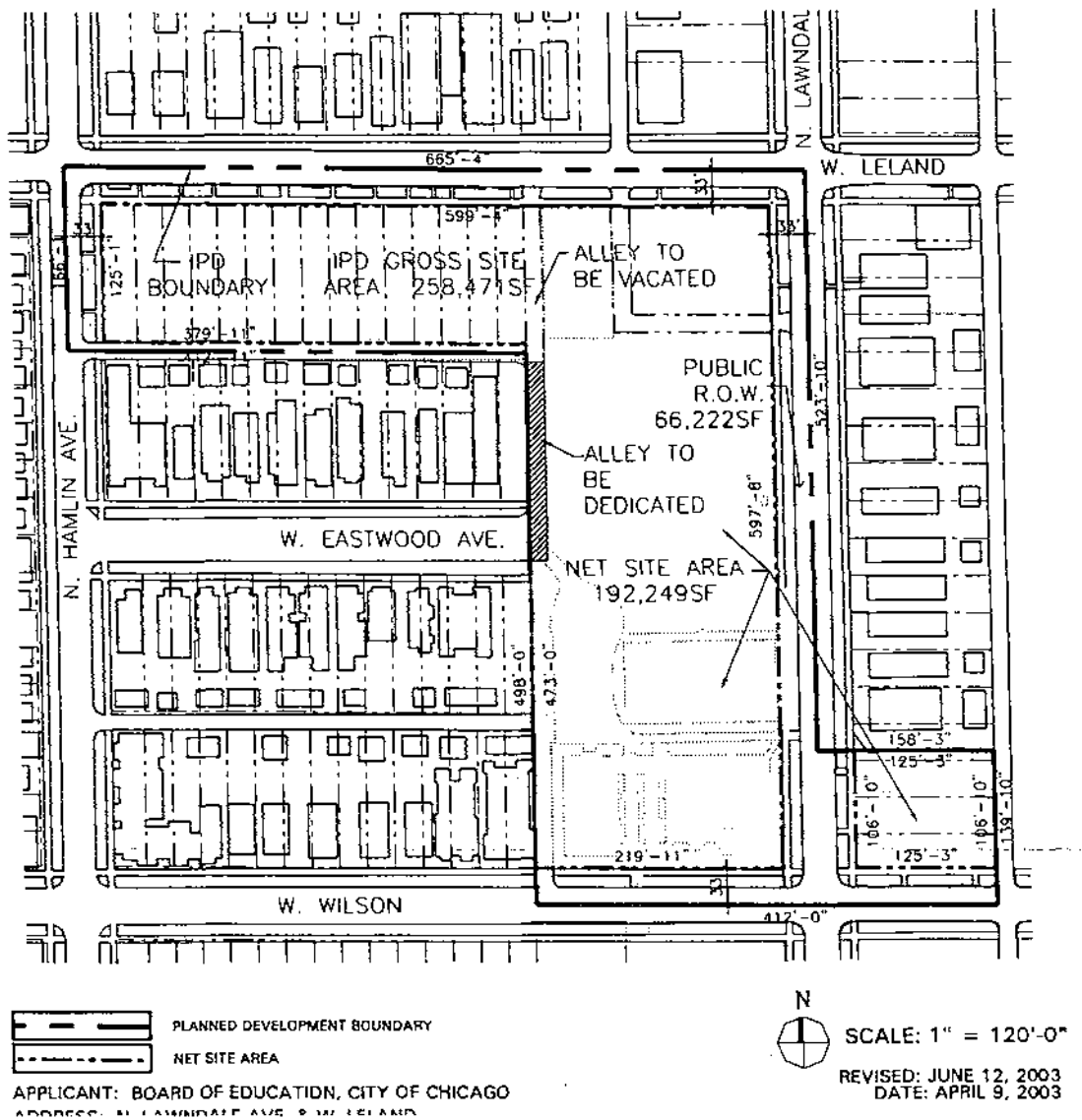
Gross Site Area:	258,471 square feet (5.93 acres)
Public Right-of-Way:	66,222 square feet (1.52 acres)
Net Site Area:	192,249 square feet (4.41 acres)
Maximum Permitted Floor Area Ratio for Net Site Area:	.75
Minimum Number of Off-Street Parking Spaces:	36
Minimum Number of Off-Street Loading Spaces:	1
Maximum Building Height:	52 feet, 0 inches (including mechanical)
Minimum Setbacks:	Per Site Plan

Existing Zoning Map.

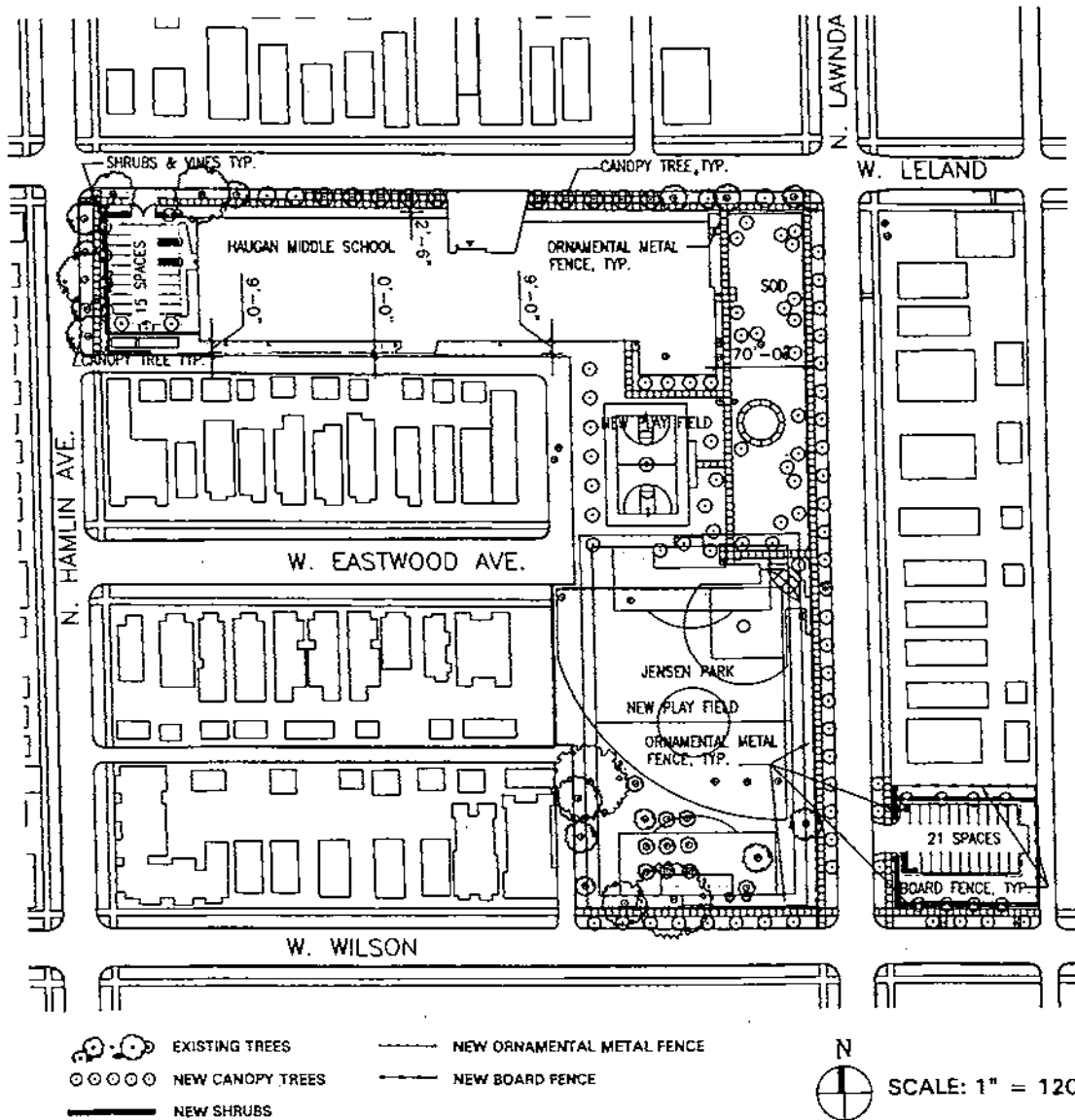


PLANNED DEVELOPMENT
BOUNDARY
REVISED: JUNE 12, 2003
DATE: APRIL 9, 2003

Boundary, Property Line And Right-Of-Way
Adjustment Map.



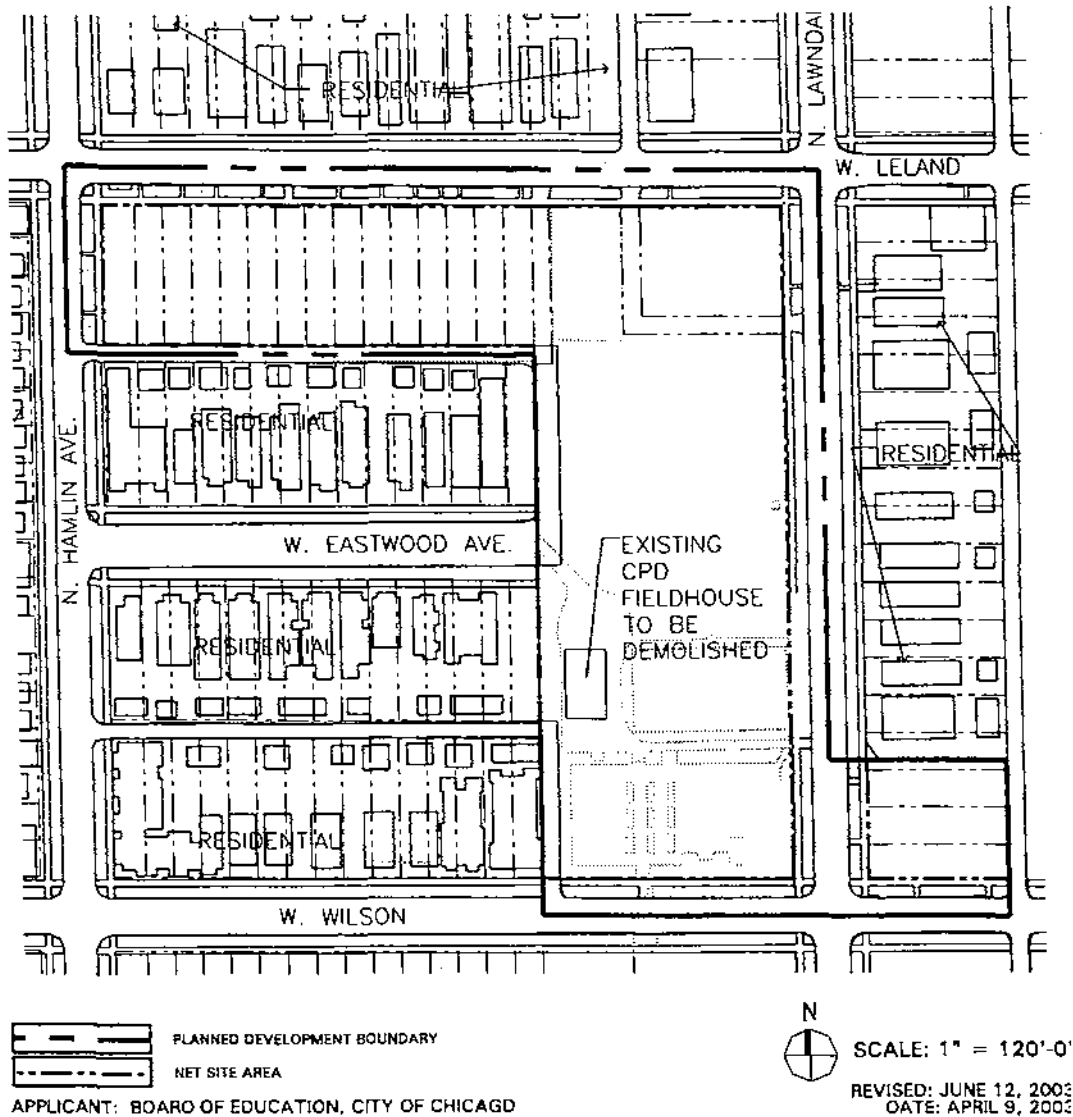
Site And Landscape Plan.



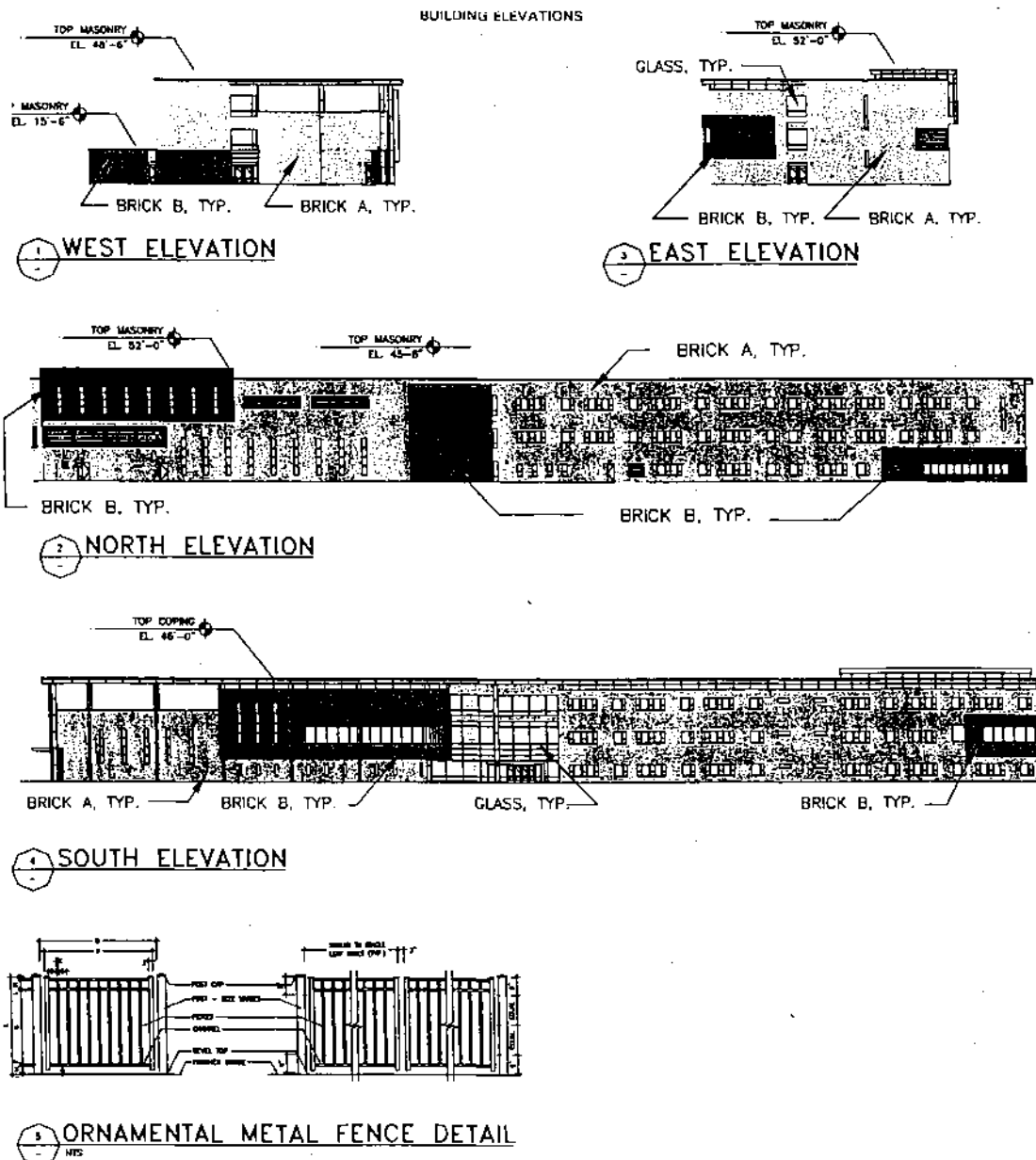
APPLICANT: BOARD OF EDUCATION, CITY OF CHICAGO
 ADDRESS: N. LAWDALE AVE. & W. WILSON AVE.

REVISED: JUNE 12, 2003
 DATE: APRIL 9, 2003

Existing Land-Use Map.



Building Elevations.



APPLICANT: BOARD OF EDUCATION, CITY OF CHICAGO
ADDRESS: N. LAWDALE AVE. & W. LELAND

REVISED: JUNE 12, 2003
DATE: APRIL 9, 2003

Reclassification Of Area Shown On Map Number 12-K.
(Application Number 14025)

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 12-K in the area bounded by:

South Archer Avenue; South Knox Avenue; the alley next south of and parallel with South Archer Avenue; and South Kilpatrick 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 force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 12-K.
(Application Number 14040)

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 12-K in the area bounded by:

West Archer Avenue; South Kolmar Avenue; a line 995.26 feet south of West Archer Avenue running west 202.04 feet; a line running south 220.39 feet parallel to the Chicago and Western Indiana Railroad right-of-way; an arc generally running south and east starting at the above point and running to a point on the west line of South Kilbourn Avenue 357.93 feet south of West 53rd Street; the west line of South Kilbourn Avenue running south 32.94 feet; an arc and line running generally parallel to the Indiana Harbor Belt Railroad right-of-way to the Chicago and Western Indiana Railroad right-of-way to a point 1,440.0 feet south of West Archer Avenue; and the Chicago and Western Indiana Railroad right-of-way,

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 force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 15-I.
(Application Number 14033)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the current B4-2 Restricted Service District symbols and indications as shown on Map Number 15-I in the area bounded by:

North Whipple Street; North Lincoln Avenue; a line 244.89 feet southeast of North Whipple Street (as measured along the southwesterly line of North Lincoln Avenue); and the alley next southwest of North Lincoln Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 19-H.
(Application Number 14024)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map Number 19-H in the area bounded by:

West Jonquil Terrace; North Paulina Street; a line 85.45 feet south of and parallel with West Jonquil Terrace; and the public alley next west of and parallel with North Paulina Street,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF
CHICAGO (CHICAGO ZONING ORDINANCE) BY
RECLASSIFICATION OF AREAS SHOWN ON
MAP NUMBERS 3-F, 4-I, 5-H AND 8-I.

(Committee Meeting Held August 28, 2003)

The Committee on Zoning submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 28, 2003, 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 three ordinances which were corrected and amended in their amended form. They are Application Numbers A-5247, 13985 and 13991.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14061, 14062, 14064 and 14069 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14061, 14062, 14064 and 14069 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 41.

Nays -- None.

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

Alderman Banks invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that while he had no personal or financial interest in the ordinance he has a familial relationship with the applicants' 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-F.
(Application Number 14061)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map Number 3-F in the area bounded by:

a line 100.30 feet north of West Blackhawk Street; North Sedgwick Street; West Blackhawk Street; and the alley next west of and parallel to North Sedgwick Street,

to those of a B4-4 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 4-I.
(Application Number 14062)

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map Number 4-I in the area bounded by:

West 18th Street; the alley next east of and parallel to South California Avenue; a line 76 feet south of West 18th Street; and South California Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-H.
(Application Number 14064)

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map Number 5-H in the area bounded by:

West Webster Avenue; North Damen Avenue; a line 52.68 feet south of West Webster Avenue; and the alley next west of and parallel to North Damen Avenue, to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 8-I.
(Application Number 14069)

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 8-I in the area bounded by:

West 36th Place; South Rockwell Street; a line 250.46 feet south of West 36th Place; and a line 141 feet west of and parallel to South Rockwell Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF
AREA SHOWN ON MAP NUMBER 5-N.

(Committee Meeting Held August 28, 2003)

The Committee on Zoning submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 28, 2003, 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 three ordinances which were corrected and amended in their amended form. They are Application Numbers A-5247, 13985 and 13991.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14061, 14062, 14064 and 14069 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14061, 14062, 14064 and 14069 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 41.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map Number 5-N in the area bounded by:

a line 329.51 feet north of and parallel to West Wabansia Avenue; the alley next east of and parallel to North Harlem Avenue; a line 59.51 feet north of and parallel to West Wabansia Avenue; and North Harlem Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF PARTICULAR AREAS.

(Committee Meeting Held August 28, 2003)

The Committee on Zoning submitted the following report:

CHICAGO, September 4, 2003.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 28, 2003, 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 three ordinances which were corrected and amended in their amended form. They are Application Numbers A-5247, 13985 and 13991.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14061, 14062, 14064 and 14069 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14061, 14062, 14064 and 14069 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Zalewski, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-G.
(Application Number A-5271)

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 R3 General Residence District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Erie Street; a line 125 feet east of and parallel to North Bishop Street; the public alley next south of and parallel to West Erie Street; and a line 100 feet east of and parallel to North Bishop Street,

to those of an R4 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 1-H.
(Application Number 14076)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 1-H in the area bounded by:

the east/west public alley north of and parallel to West Huron Street; North Leavitt Street; West Huron Street; and a line 48.04 feet west of and parallel to North Leavitt Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-G.
(Application Number 13977)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 3-G in the area bounded by:

the alley next north of West Chestnut Street; a line 144 feet west of and parallel to North Noble Street; West Chestnut Street; and a line 168 feet west of and parallel to North Noble Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-N.
(Application Number 14066)

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map Number 5-N in the area bounded by:

the alley next north of and parallel to West North Avenue; North Nordica Avenue; West North Avenue; and a line 149.25 feet west of and parallel to North Nordica Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-H.
(Application Number 14036)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 7-H in the area bounded by:

West Belmont Avenue; Chicago & Northwestern Railroad right-of-way; a line 362.52 feet south of and parallel to West Belmont Avenue; and North Honore Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-H.
(Application Number 14073)

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map Number 7-H in the area bounded by:

the alley next northeast of and parallel to North Clybourn Avenue; a line 50 feet southeast of and parallel to North Wolcott Avenue; North Clybourn Avenue; and North Wolcott Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-L.
(Application Number 14063)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Local Retail District symbols as shown on Map Number 7-L in the area bounded by:

the public alley next north of and parallel to West Diversey Avenue; a line 27.24 feet east of and parallel to North Lamon Avenue; West Diversey Avenue; and North Lamon Avenue,

to C1-1 Restricted Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 8-H.
(As Amended)
(Application Number 13991)

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-H in the area bounded by:

West 38th Street; South Paulina Street; West Pershing Road; a line 135.00 feet east of and parallel to South Hermitage Avenue; a line 187.35 feet south of and parallel to West 38th Street; and South Hermitage Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications established in the area bounded by:

West 38th Street; South Paulina Street; West Pershing Road; a line 135.00 feet east of and parallel to South Hermitage Avenue; a line 187.35 feet south of and parallel to West 38th Street; and South Hermitage Avenue,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Residential Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as a Residential Planned Development consists of approximately ninety-nine thousand seven hundred seventy-one (99,771) square feet (two and twenty-nine hundredths (2.29) acres) and is owned or controlled by the applicant, James McNaughton-Pershing Road, 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 of 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; a Planned Development Boundary and Property Line Map; a Site Plan; Site Plan Details; a Landscape Plan; Landscape Plan Details; Fence Detail Plan and Building Elevations dated August 14, 2003, prepared by Steven C. Olson, Ltd., Architects and Ives/Ryan Group, Ltd.. 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": detached single-family dwellings, attached multi-family dwelling units and accessory parking and related uses.
6. Identification signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, 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. All work proposed in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standard for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.
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. The applicant shall replace all deteriorated curbs, gutters and sidewalks in adjoining streets and shall provide all parkway planting. Garbage cans shall be stored indoors in garages and said requirement shall be expressly stated in the homeowner association or condominium documents for the development. Each single-family house shall have a minimum fifteen (15) foot rear yard with sod.
11. 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 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 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 that promotes and maximizes the conservation of natural resources. The applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within the property in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System.
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 has commenced within six (6) years following adoption of this planned development, and unless completion is thereafter diligently pursued, then this planned development shall expire and the zoning of the property shall automatically revert to the pre-existing C1-2 Restricted Commercial District.

[Existing Zoning Map; Boundary and Property Line Map; Site Plan;
Site Plan Details; Landscape Plan; Landscape Plan Details;
Fence Detail Plan; and Building Elevation Drawings
referred to in these Plan of Development
Statements printed on pages 7388
through 7400 of this *Journal*.]

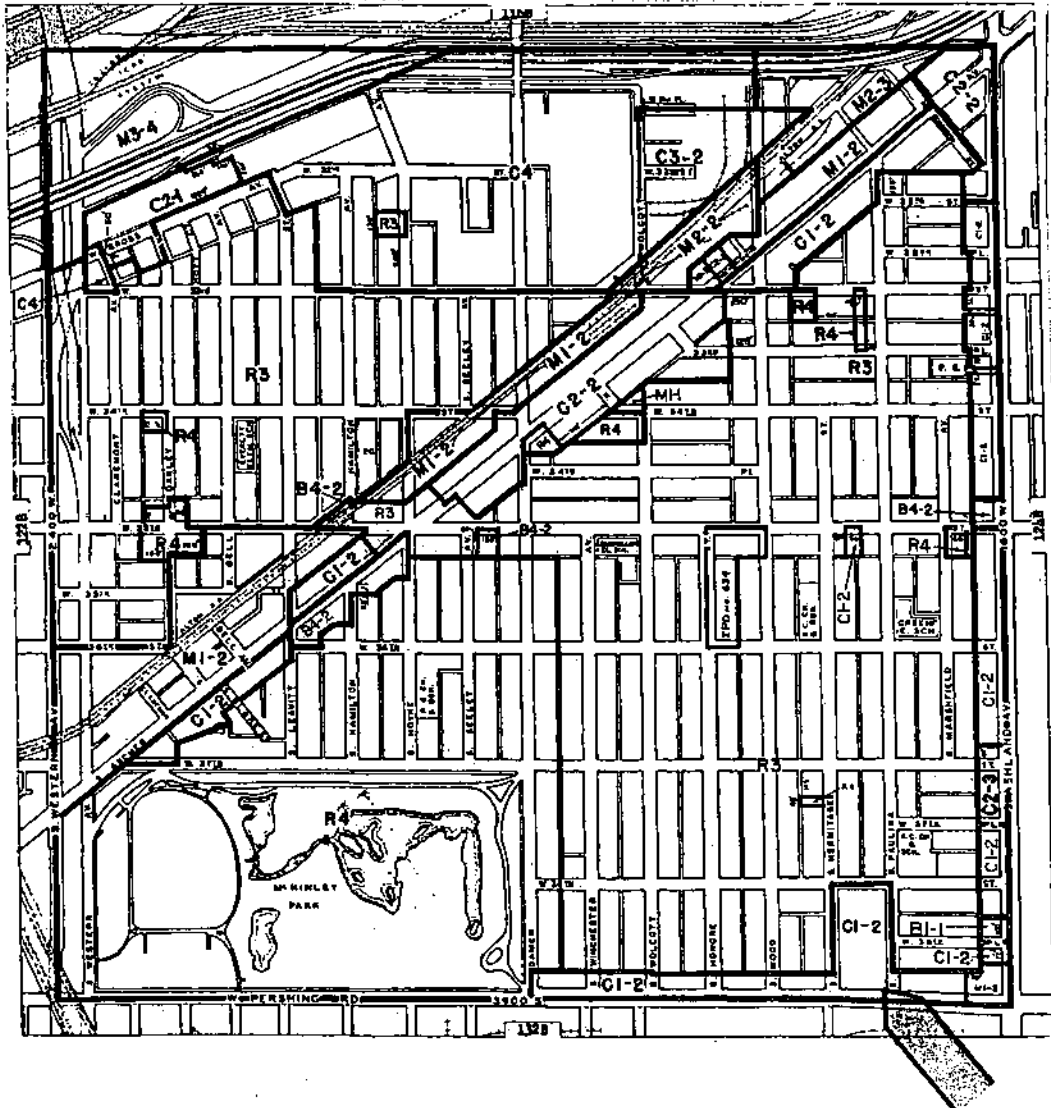
Bulk Regulations and Data Table referred to in these Plan of Development
Statements reads as follows:

Residential Planned Development Number _____.

Bulk Regulations And Data Table.

	Square Feet	Acres
Site Area:	99,771	2.29
Less Right-of-Way to be Dedicated:	--	--
Equals Net Site Area:	99,771	2.29
Plus Area in Adjoining Rights-of-Way:	46,330	1.06
Equals Total Gross Site Area:	146,101	3.35
Maximum Floor Area Ratio:	1.2	
Maximum Number of Dwelling Units:	36	
Minimum Number of Off-Street Parking Spaces:	56	
Setbacks from Property Line:	In substantial conformance with Site Plan	
Maximum Percent of Site Coverage:	In substantial conformance with Site Plan	
Maximum Building Height:	In substantial conformance with Building Elevations	

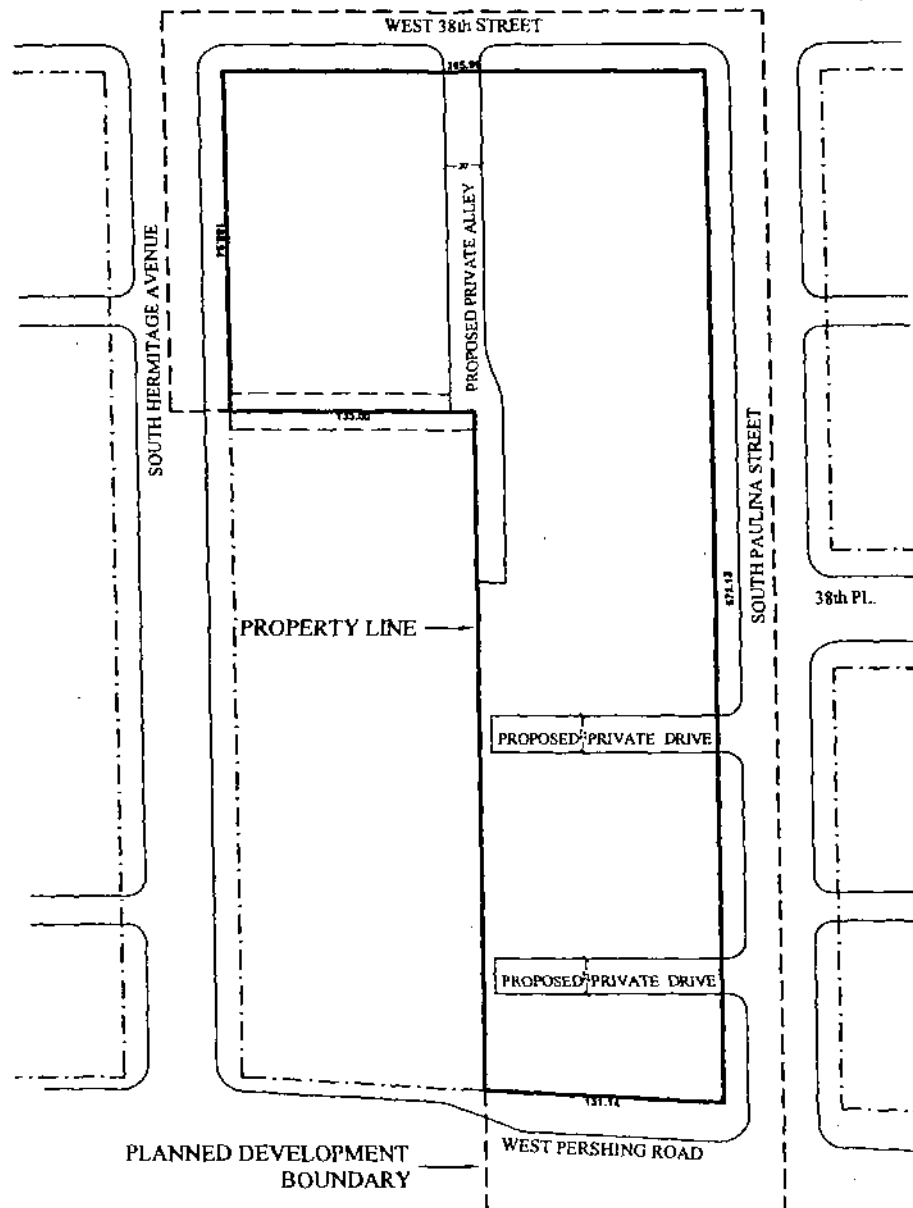
Existing Zoning Map.



Existing Zoning Map

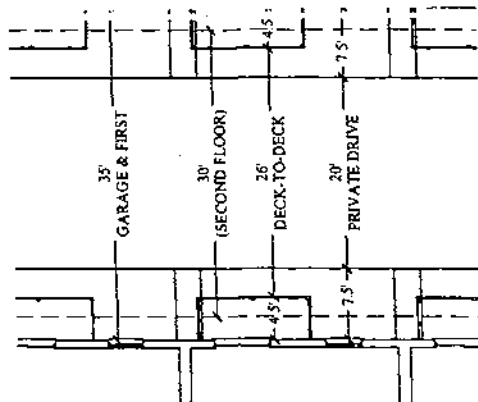
Subject Site

Boundary And Property Line Map.

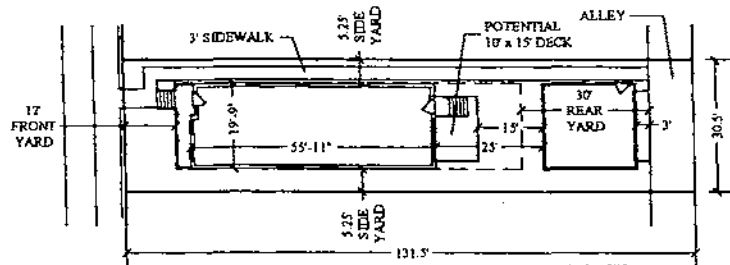
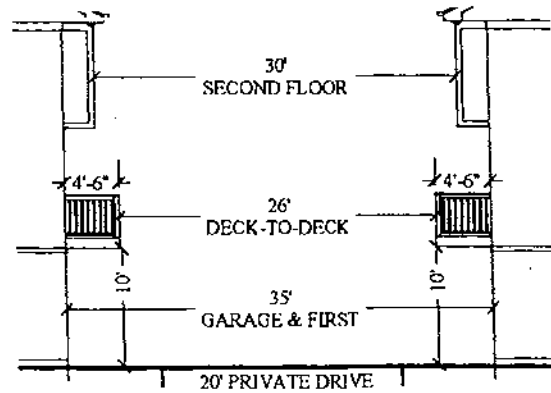


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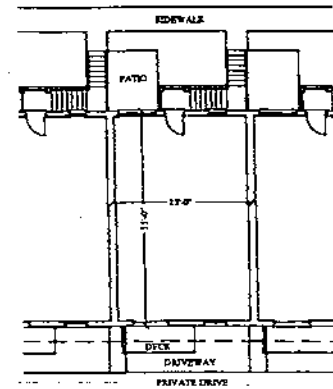
Site Plan Details.



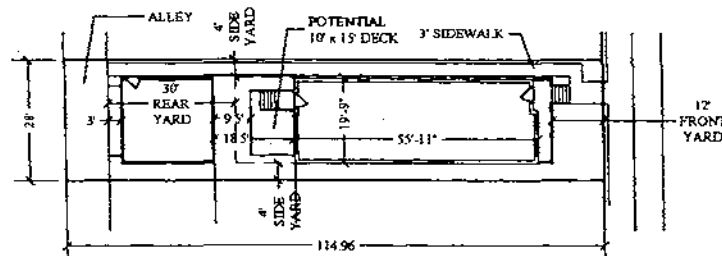
Typical Townhome Driveway Separation



Minimum Single Family Lot (Hermitage Frontage)

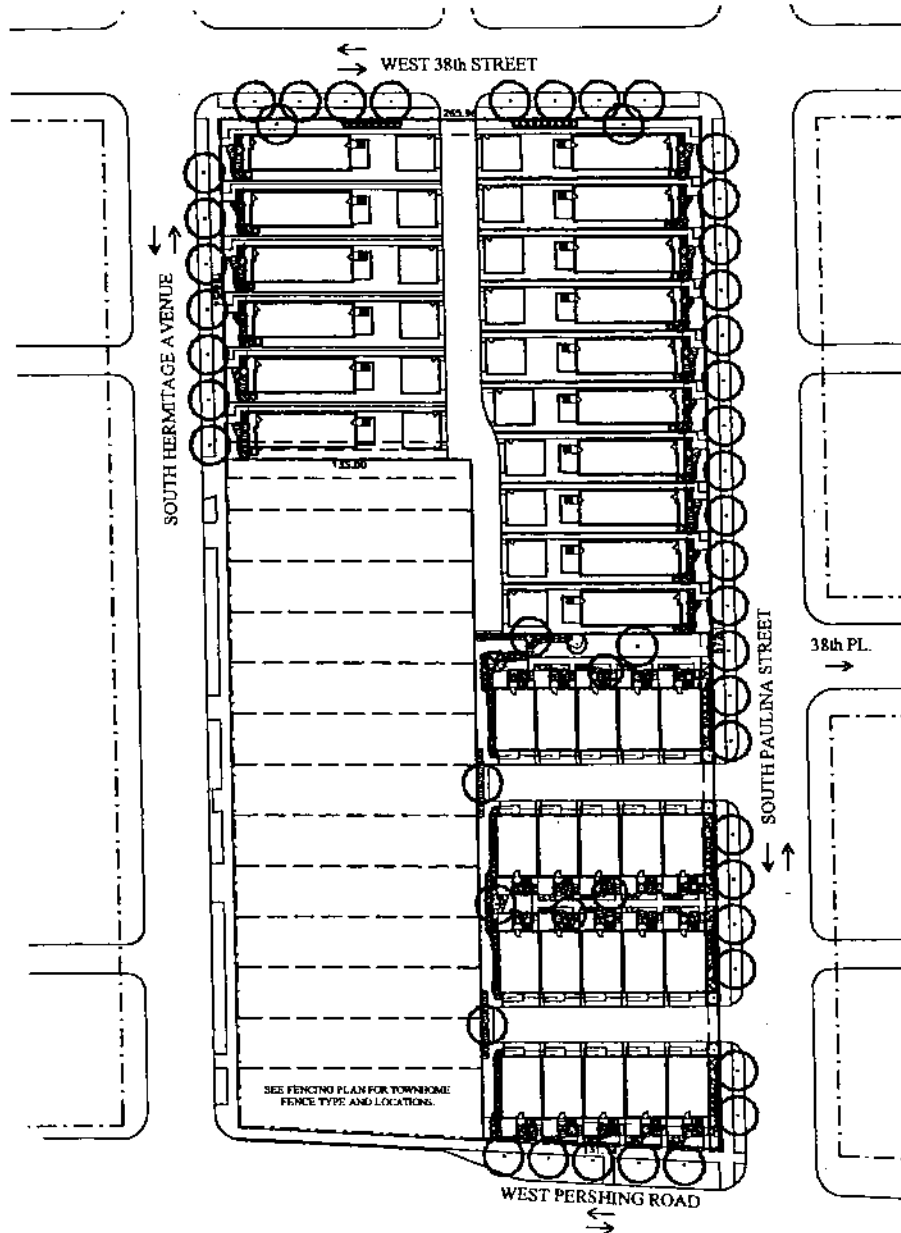


Typical Townhome Dimension

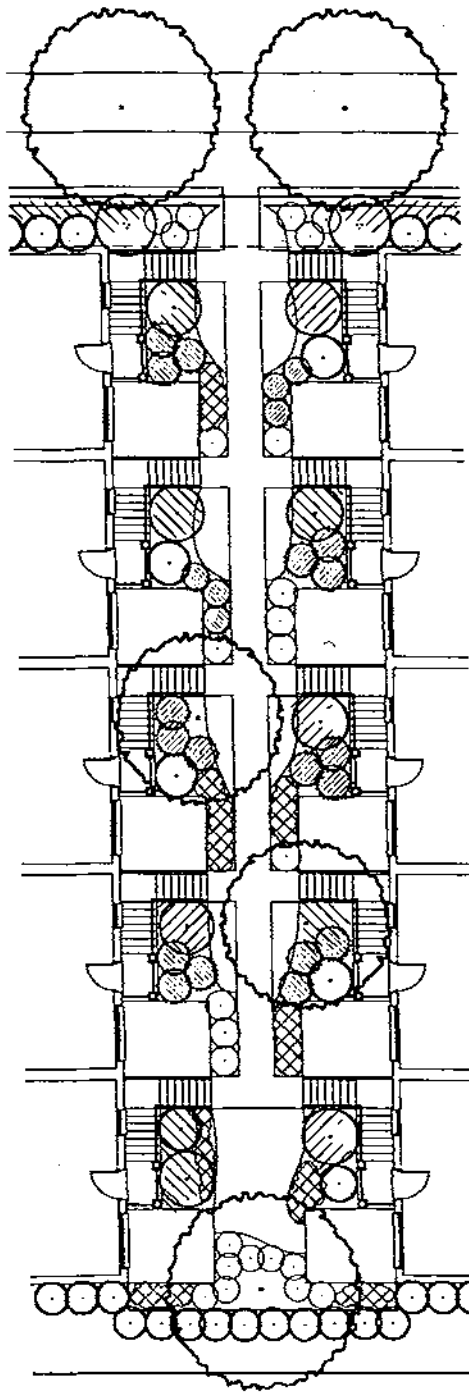


Minimum Single Family Lot (Paulina Frontage)

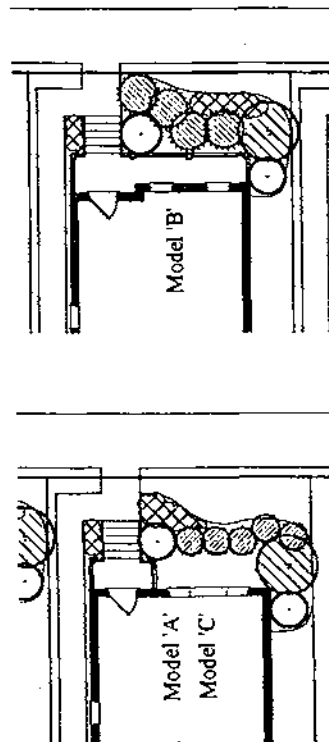
Landscape Plan.



Landscape Plan Details.

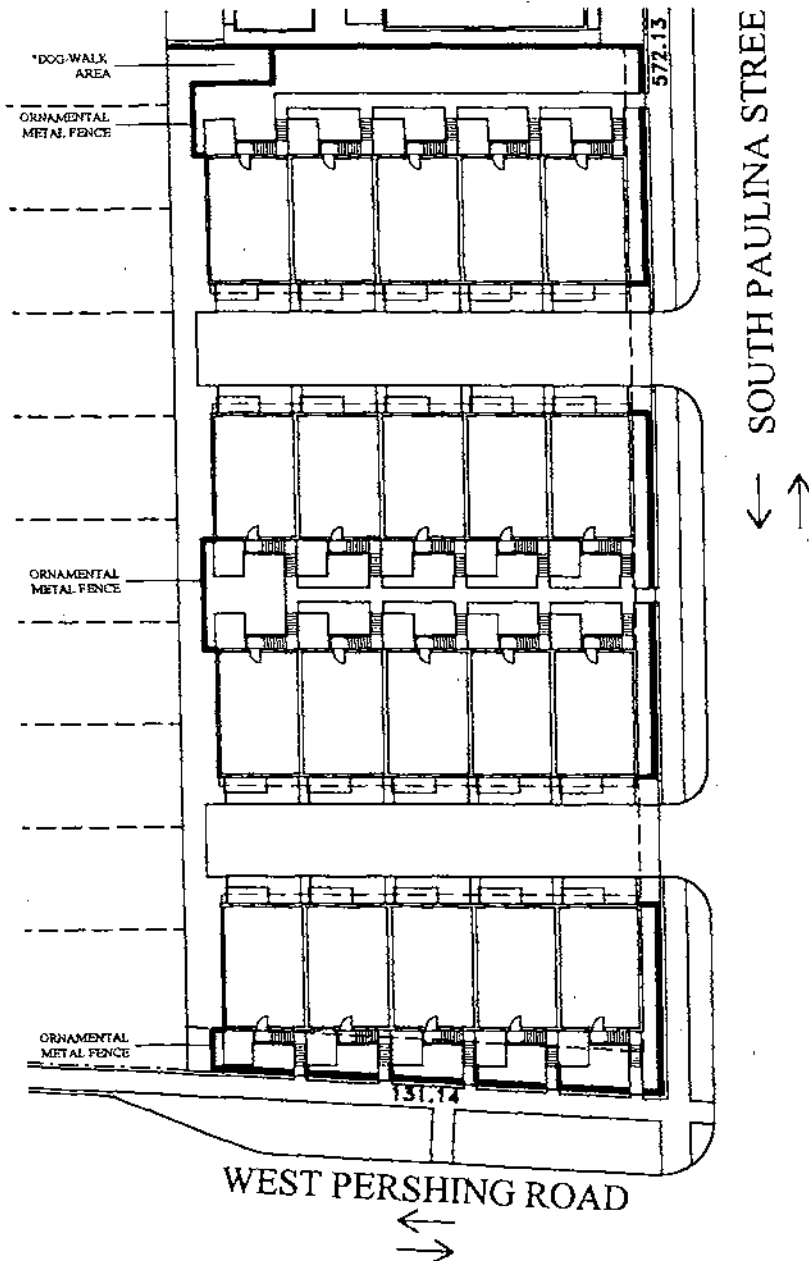


Typical Townhome Foundation Plan

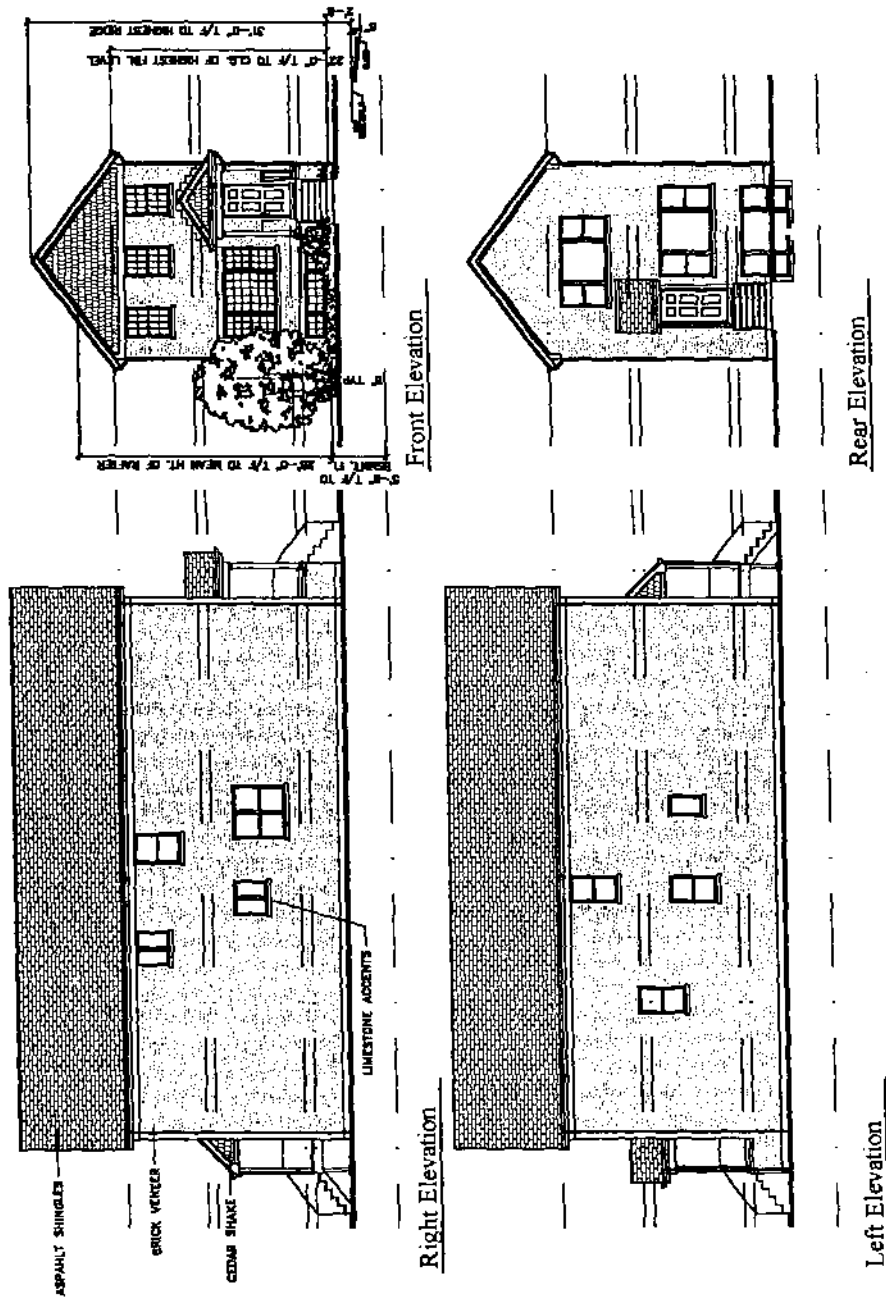


Typical Single Family Front Foundation Plans

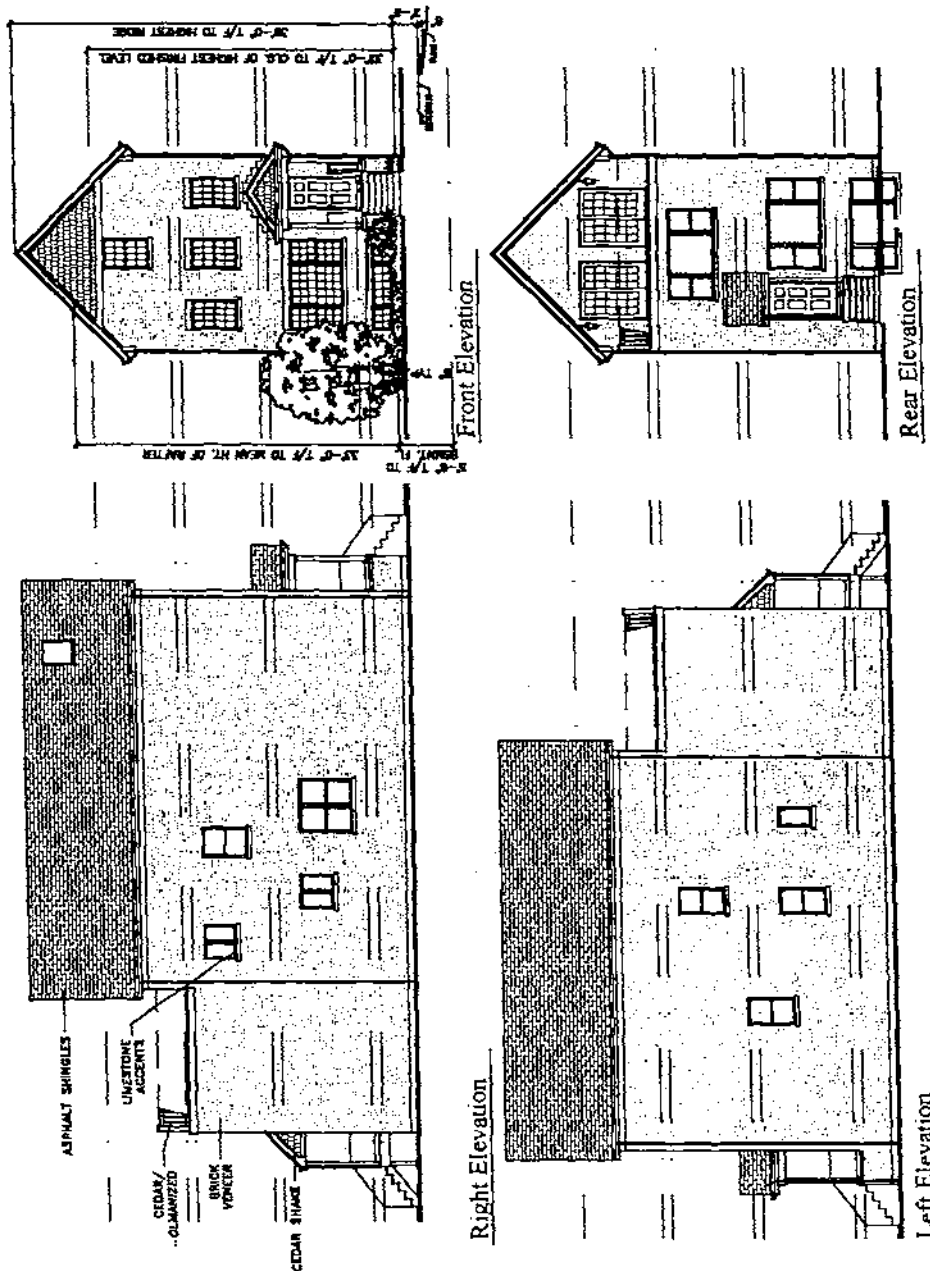
Fence Detail Plan.



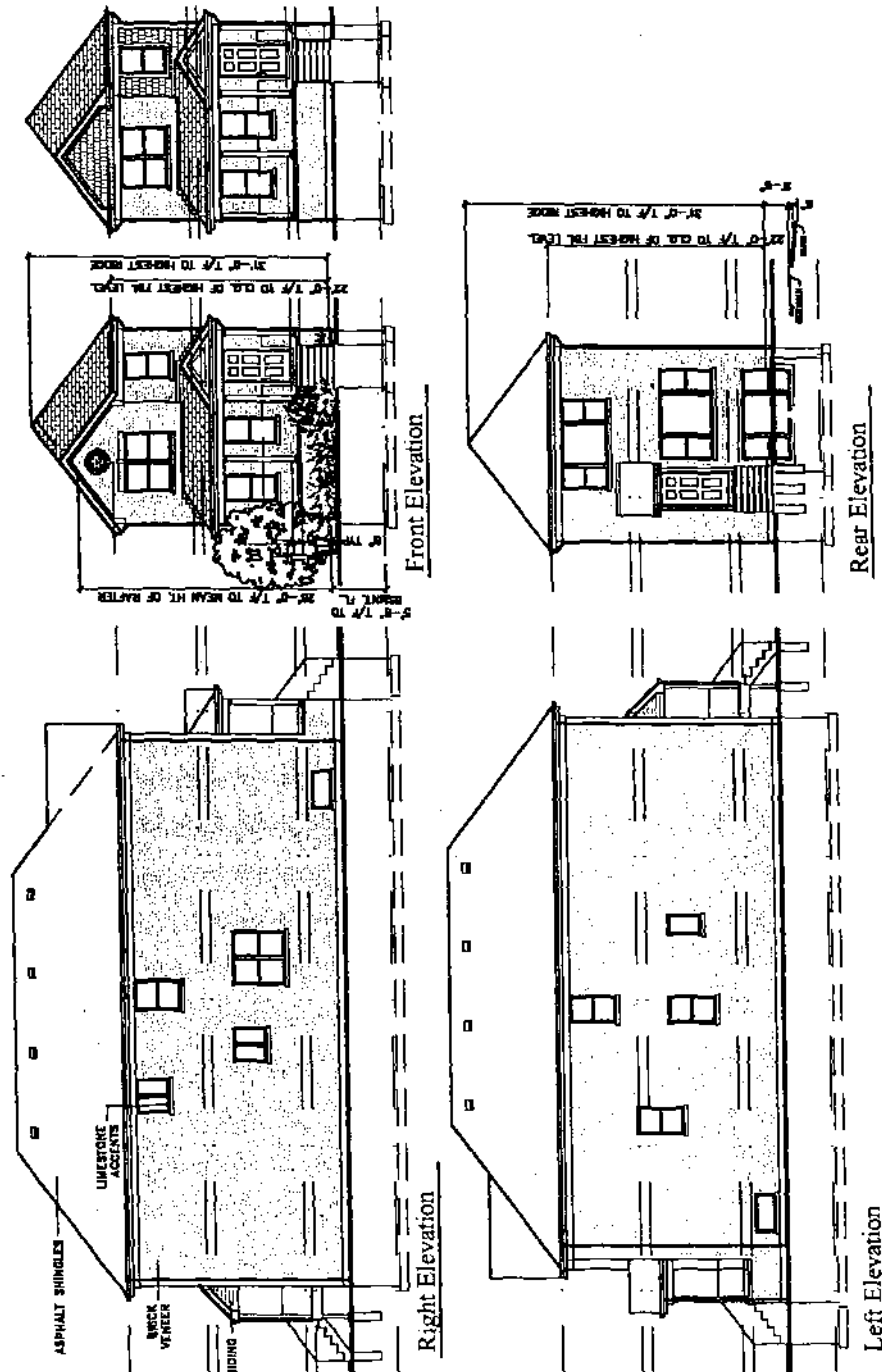
Building Elevations --
Model "A" -- Two-Story Single-Family Home.



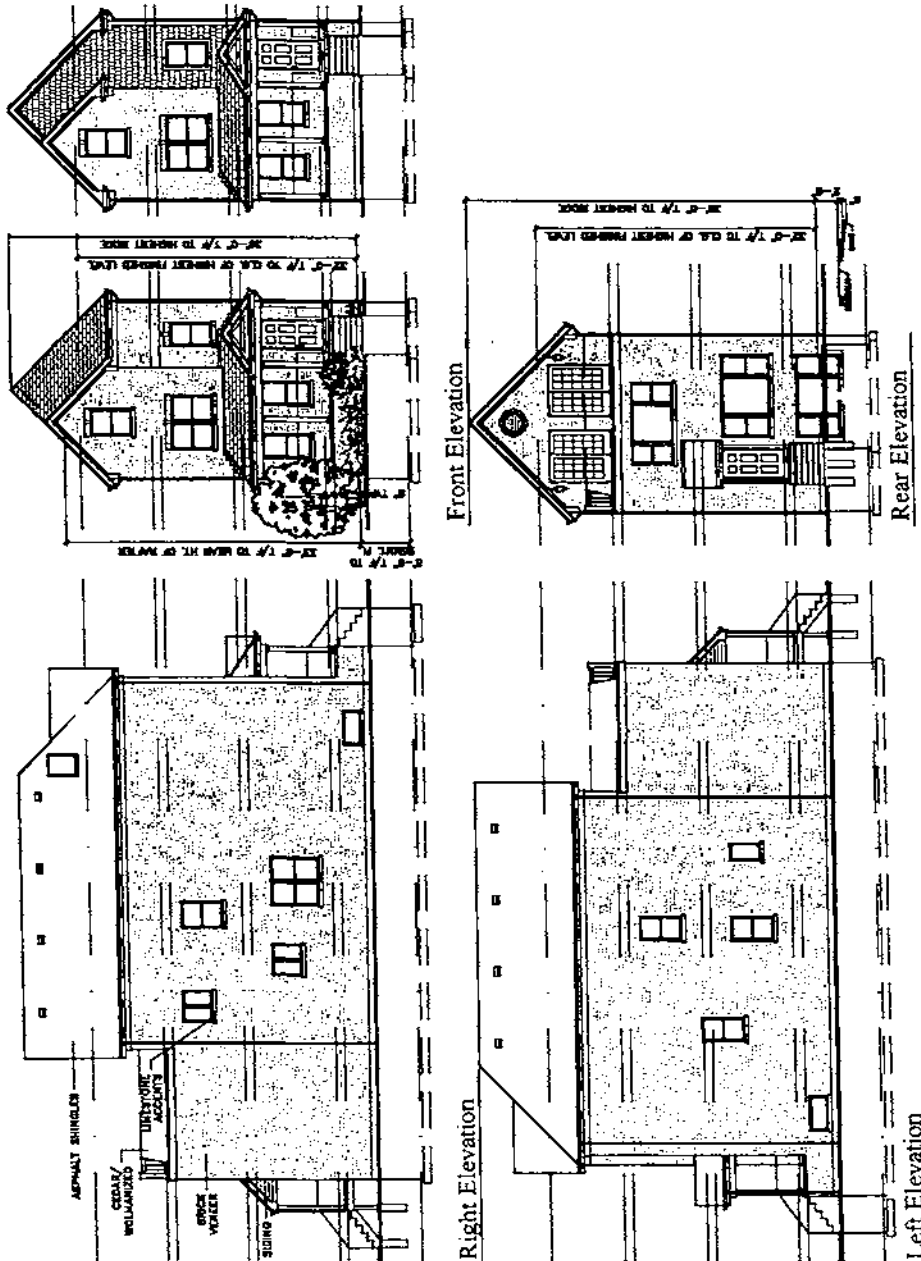
Building Elevations --
Model "A" -- Three-Story Single-Family Home.



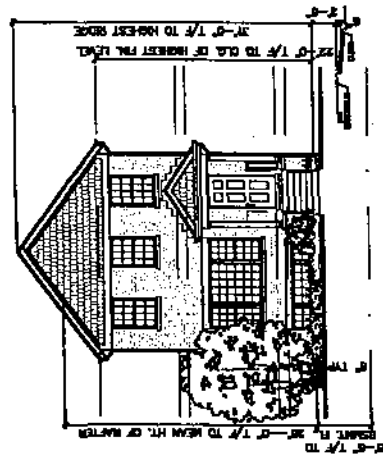
Building Elevations --
Model "B" -- Two-Story Single-Family Home.



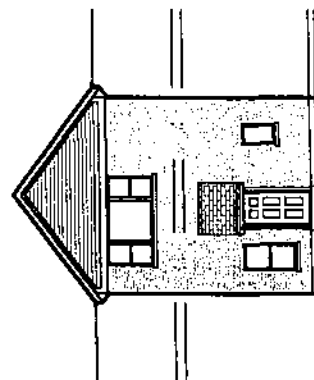
Building Elevations --
Model "B" -- Three-Story Single-Family Home.



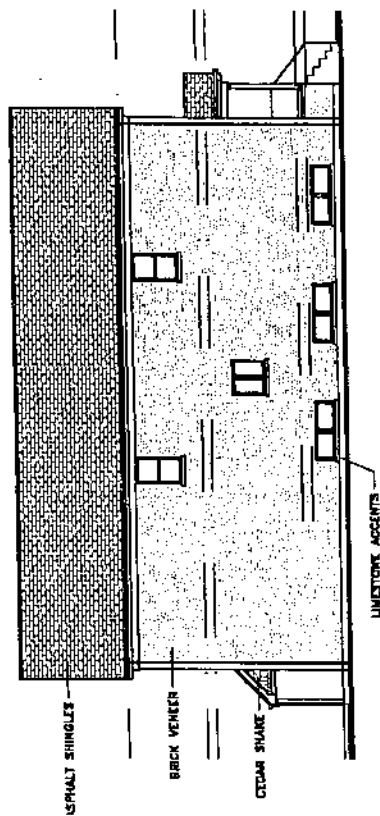
Building Elevations --
Model "C" -- Two-Story Single-Family Home.



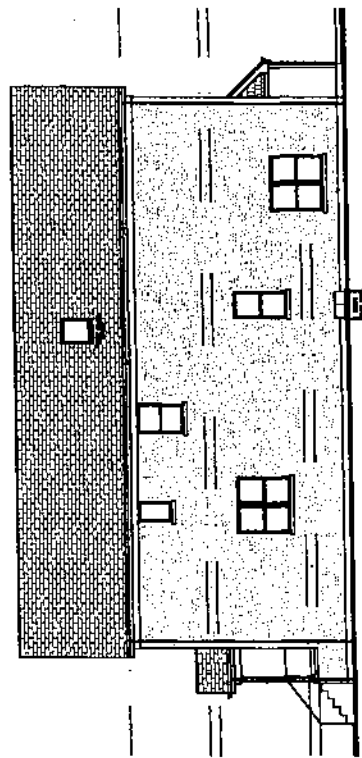
Front Elevation



Rear Elevation

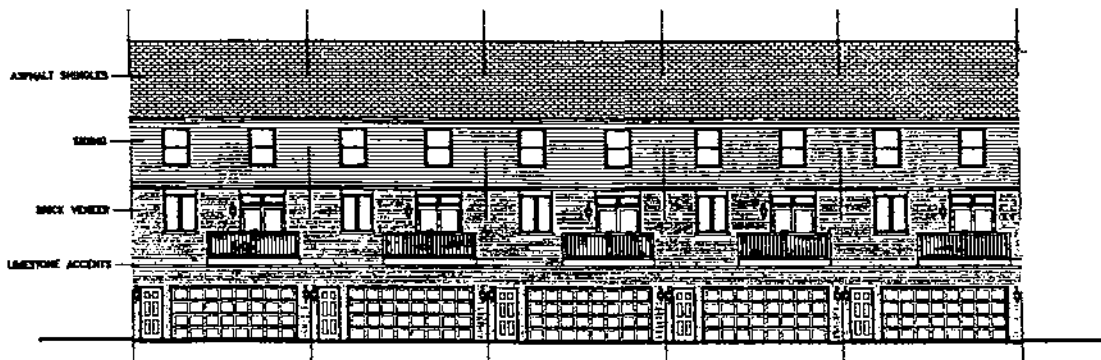
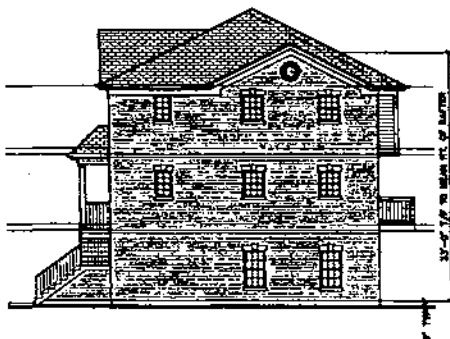
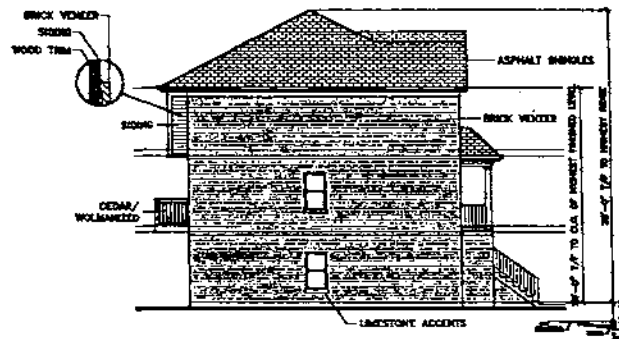


Right Elevation



Left Elevation

Building Elevations -- Two-Story Townhome.

Front ElevationRear ElevationEast ElevationWest Elevation

Reclassification Of Area Shown On Map Number 11-M.
(Application Number 14055)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map Number 11-M in the area bounded by:

a line 117 feet south of and parallel to West Berteau Avenue; a line 299.5 feet east of and parallel to North Narragansett Avenue; a line 293 feet south of and parallel to West Berteau Avenue; and North Narragansett 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 13-H.
(Application Number A-5175)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 13-H in the area bounded by:

the alley next north of and parallel to West Foster Avenue; a line 108 feet east of the alley next east of and parallel to North Ravenswood Avenue; West Foster Avenue; and the alley next east of and parallel to North Ravenswood 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 13-I.
(Application Number A-5147)

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 the R4 General Residence District symbols and indications as shown on Map Number 13-I in the area bounded by:

the public alley next north of and parallel to West Foster Avenue; the public alley next west of North California Avenue; West Foster Avenue; and the public alley next west of and parallel to North Virginia Avenue,

to those of an R3 General Residence District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 13-I.
(Application Number A-5178)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 13-I in the area bounded by:

West Bryn Mawr Avenue; a line from a point 325 feet east of North Washtenaw Avenue and the south right-of-way line of West Bryn Mawr Avenue, to a point 300 feet east of North Washtenaw Avenue and the alley next south of and parallel to West Bryn Mawr Avenue; the alley next south of and parallel to West Bryn Mawr Avenue; the alley next southwest of and parallel to North Lincoln Avenue; West Gregory Street; North Rockwell Street; the alley next westerly of and parallel to North Lincoln Avenue; West Foster Avenue; a line 208 feet west of North Lincoln Avenue; the alley next south of and parallel to West Foster Avenue; a line 777 feet east of North California Avenue; West Winona Street; North Washtenaw Avenue; West Carmen Avenue; the alley next east of and parallel to North Washtenaw Avenue; West Winnemac Avenue; North Washtenaw Avenue; North Argyle Street; the alley next east of and parallel to North

Washtenaw Avenue; North Ainslie Street; North Rockwell Street; the alley next north of and parallel to West Lawrence Avenue; North Talman Avenue; a line 125 feet north of West Lawrence Avenue; the alley next north of and parallel to West Lawrence Avenue; North Fairfield Avenue; West Gunnison Street; the alley next west of and parallel to North Washtenaw Avenue; West Ainslie Street; the alley next west of and parallel to North Washtenaw Avenue; West Argyle Street; North California Avenue; West Carmen Avenue; a line 217 feet east of and parallel to North California Avenue; West Winona Street; a line 337 feet east of North California Avenue; West Foster Avenue; a line 300 feet east of the alley next east of and parallel to North California Avenue; the alley next north of and parallel to West Foster Avenue; the alley next east of and parallel to North California Avenue; the alley next south of and parallel to West Balmoral Avenue; North Washtenaw Avenue; the alley next south of and parallel to West Bryn Mawr Avenue; the alley next east of and parallel to North California Avenue; West Gregory Street; and North California 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 13-I.
(Application Number A-5180)

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 C2-2 General Commercial District symbols and indications as shown on Map Number 13-I in the area bounded by:

West Catalpa Avenue; North Western Avenue; a line 256 feet south of and parallel to West Catalpa Avenue; and the public alley next west of and parallel to North Western Avenue,

to those of a B2-2 Restricted Retail District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 15-G.
(Application Number 14077)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map Number 15-G in the area bounded by:

the east side of North Clark Street from a point 125.89 feet north of West Olive Avenue and the alley next east and parallel to North Clark Street and the north side of West Olive Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 15-H.
(Application Number A-5179)

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 symbols and indications as shown on Map Number 15-H in the area bounded by:

West Devon Avenue; North Hermitage Avenue; the alley next south of and parallel to West Devon Avenue; the alley next east of and parallel to North Paulina Street; West Highland Avenue; the alley next west of North Ashland Avenue; West Thorne Avenue; a line 55 feet west of North Clark Street; West Granville Avenue; the alley next west of and parallel to North Clark Street; the alley next south of and parallel to West Granville Avenue; the alley next east of and parallel to North Paulina Street; West Glenlake Avenue; a line 117 feet west of North Clark Street; a line 2165 feet south of West Glenlake Avenue; the alley next west of and parallel to North Clark Street; the alley next north of and parallel to West Peterson Avenue; the alley next east of and parallel to North Paulina Street; a line 135 feet north of West Peterson Avenue; North Paulina

Street; the alley next northeast of and parallel to North Ridge Avenue; the alley next east of and parallel to North Hermitage Avenue; the alley next south of and parallel to West Glenlake Avenue; North Hermitage Avenue; the alley next northeast of and parallel to North Ridge Avenue; the alley next east of and parallel to North Ravenswood Avenue; the alley next north of North Ridge Avenue; North Ravenswood Avenue; North Ridge Avenue; the easterly right-of-way line of the Chicago and Northwestern Railroad; West Peterson Avenue; North Ravenswood Avenue; a line 177 feet north of West Peterson Avenue; the alley next east of and parallel to North Wolcott Avenue; a line 158 feet north of West Peterson Avenue; North Wolcott Avenue; the alley next north of and parallel to West Peterson Avenue; the alley next west of and parallel to North Wolcott Avenue; West Norwood Avenue; North Winchester Avenue; a line 137 feet north of West Peterson Avenue; the alley next west of and parallel to North Winchester Avenue; a line 107 feet north of West Peterson Avenue; North Damen Avenue; West Norwood Avenue, or the line thereof if extended where no street exists; a line 49 feet west of North Hamilton Avenue; the alley next south to the alley next south of and parallel to West Granville Avenue; North Leavitt Street; West Granville Avenue; and North Ravenswood Avenue (west right-of-way),

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.

Reclassification Of Area Shown On Map Number 15-I.
(Application Number A-5193)

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 symbols and indications as shown on Map Number 15-I in the area bounded by:

the alley next southwest of and parallel to North Lincoln Avenue; the alley next east of and parallel to North Fairfield Avenue; the alley next north of and parallel to West Bryn Mawr Avenue; North Washtenaw Avenue; West Bryn Mawr Avenue; and North California Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.

*Reclassification Of Area Shown On Map Number 15-J.
(Application Number A-5174)*

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 symbols and indications as shown on Map Number 15-J in the area bounded by:

West Victoria Street; the alley next east of and parallel to North Spaulding Avenue; the alley next north of and parallel to West Bryn Mawr Avenue; and North Spaulding Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.

*Reclassification Of Area Shown On Map Number 15-J.
(Application Number A-5176)*

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 symbols and indications as shown on Map Number 15-J in the area bounded by:

West Ardmore Avenue; North Jersey Avenue; a line 125 feet north of West Bryn Mawr Avenue, as measured at the westerly right-of-way line of North Jersey Avenue; West Olive Avenue; a line 180 feet east of the alley next east of and parallel to North Spaulding Avenue; the alley next north of and parallel to West Olive Avenue; a line 148 feet east of the alley next east of and parallel to North Spaulding Avenue; West Hollywood Avenue; and the alley next west of and parallel to North Jersey Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.

Reclassification Of Area Shown On Map Number 15-L.
(Application Number 13985)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map Number 15-L in the area bounded by:

West Devon Avenue; North McCormick Road; North Lincoln Avenue; and a line 579.40 feet northwesterly of the intersection of North Lincoln Avenue and North McCormick Road, as measured at the northeasterly right-of-way line of North Lincoln Avenue and perpendicular thereto,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as a Business Planned Development consists of approximately five hundred nine thousand six hundred fifty-two (509,652) square feet (eleven and seventy-seven hundredths (11.77) acres) and is owned or controlled by the applicant, Home Depot U.S.A., Inc.
2. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees. Any dedication or vacation of streets 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 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, then to the owners of record title to all of the property and to 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. An agreement among property owners 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 fourteen (14) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Property Line and Boundary Map; and a Site Plan; Landscape Plan; and Building Elevations prepared by Greenberg Farrow Architects dated May 30, 2003. Full size sets of the Site Plan, 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 "Business Planned Development": home improvement center with bulk storage and accessory uses; all uses permitted in the B5 General Service District; drive-through establishments offering goods or services directly to customers waiting in parked motor vehicles are expressly permitted provided that the drive-through establishments are accessed from interior driveways.
6. Business identification signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development.
7. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.
8. In addition to the maximum height of the building and any appurtenance thereto prescribed in this planned development, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.
9. For purposes of floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning Ordinance shall apply.
10. The improvements in the property shall be designed, installed and maintained in substantial conformance with the Site Plan, Landscape Plan and Building Elevations and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
11. The terms, conditions and exhibits of this planned development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the application for such a modification by the applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this planned development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning and

Development shall be deemed to be a minor change in the planned development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

12. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this planned development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.
13. 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 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. If this planned development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of the B5-2 General Service District.

[Existing Zoning Map; Boundary and Property Line Map;
Existing Land-Use Map; Site Plan; Landscape Plan;
Landscape Details; and Building Elevations
Drawings referred to in these Plan of
Development Statements printed
on pages 7412 through
7420 of this
Journal.]

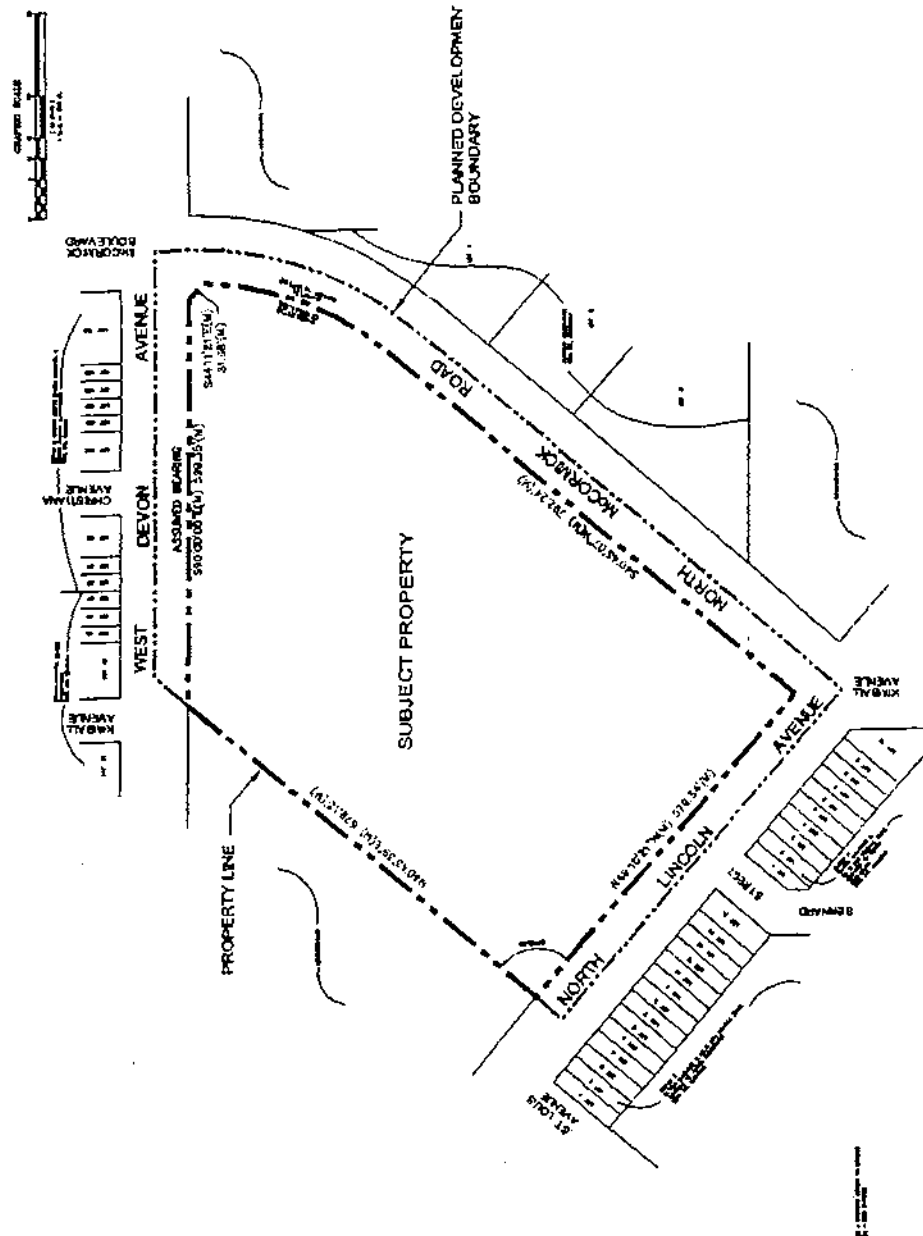
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Business Planned Development Number _____.

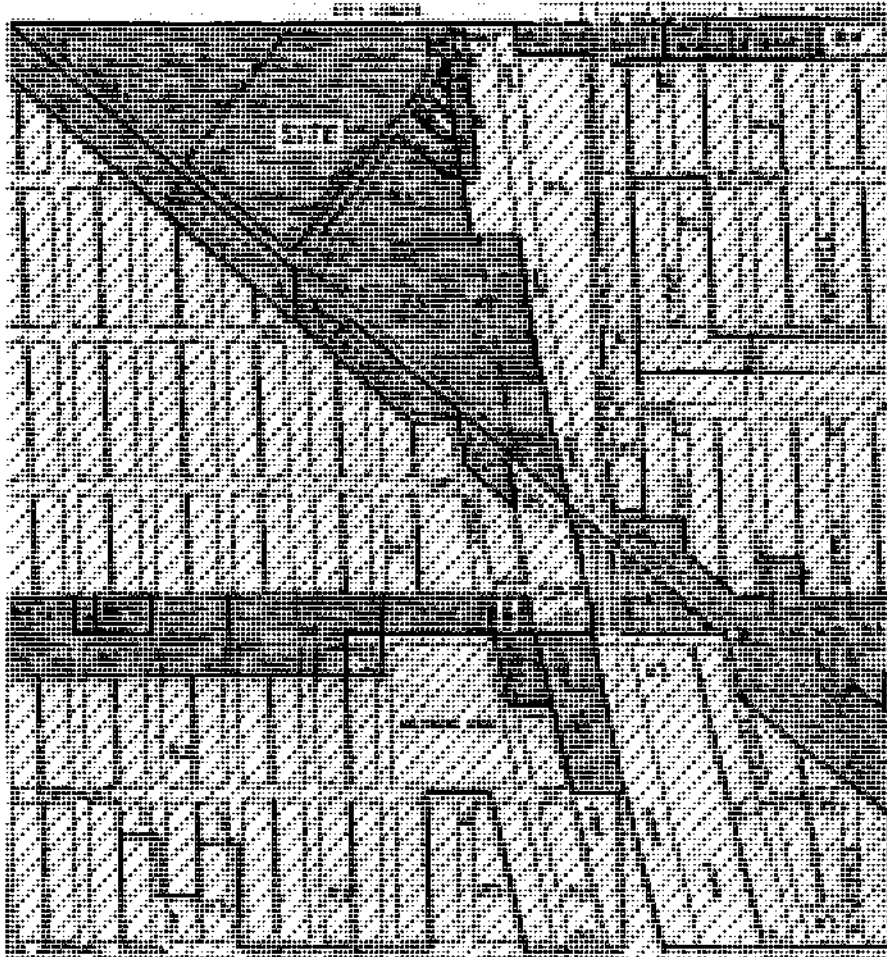
Bulk Regulations And Data Table.

Net Site Area Square Foot (Acres)	Maximum Floor Area Ratio	Maximum Percent Of Site Coverage Per Landscape Plan
522,933 square feet (12,005 acres)	0.60	
Gross Site Area:	522,933 square feet (12,005 acres)	
Maximum Floor Area Ratio for Total Net Site Area:	0.60	
Minimum Number of Off-Street Parking Spaces:	470 (including 2% handicapped)	
Minimum Number of Off-Street Loading Berths:	4 at 10 feet, 0 inches by 50 feet, 0 inches	
Maximum Percent of Site Coverage:	Per Landscape Plan	
Minimum Required Building Setbacks:	Per Site Plan	
Maximum Permitted Building Height:	Per Building Elevations	

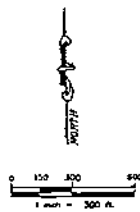
Boundary And Property Line Map.



Existing Land-Use Map.



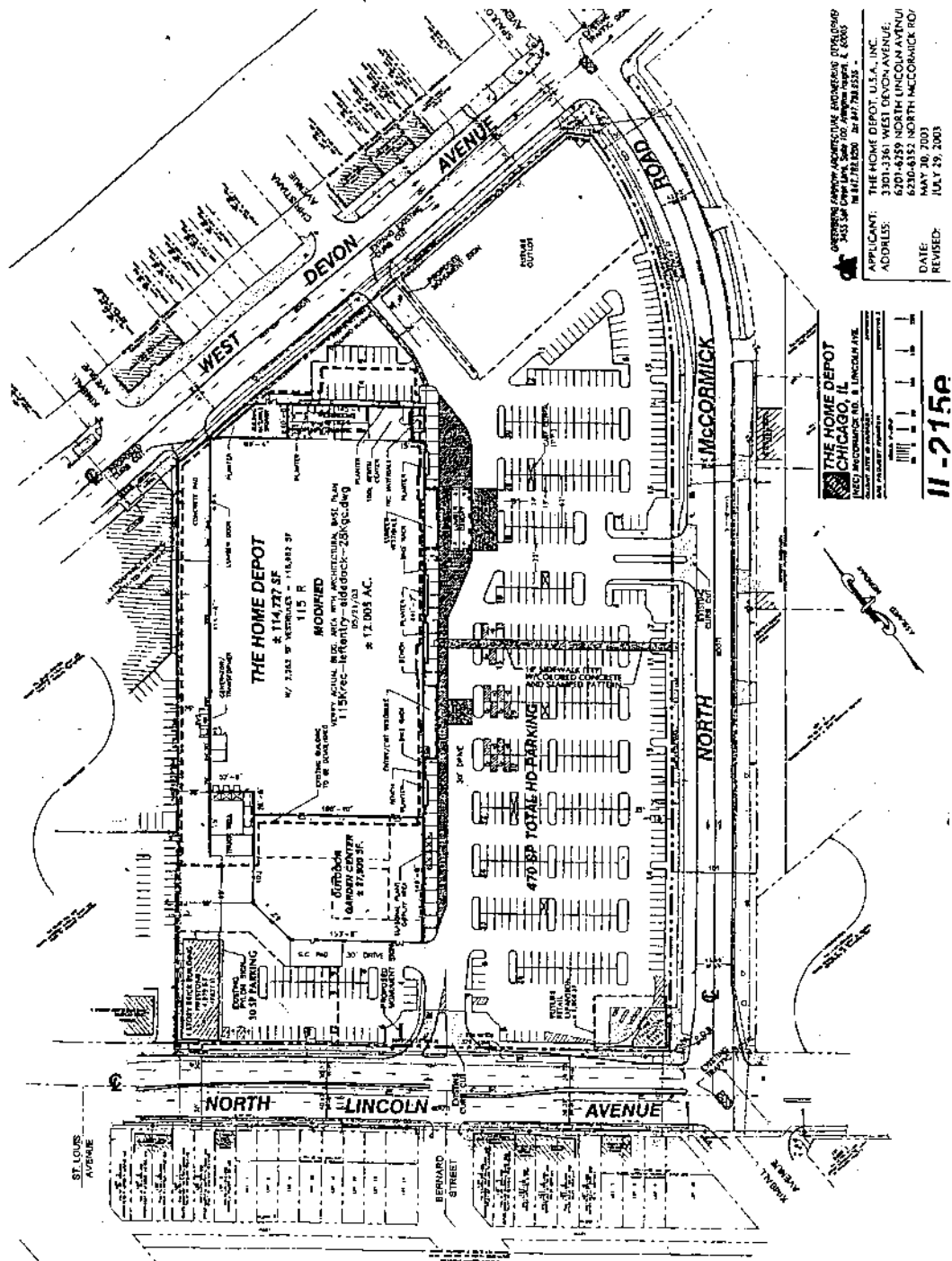
-  RESIDENTIAL USES
 BUSINESS USES
 COMMERCIAL USES
 MANUFACTURING USES



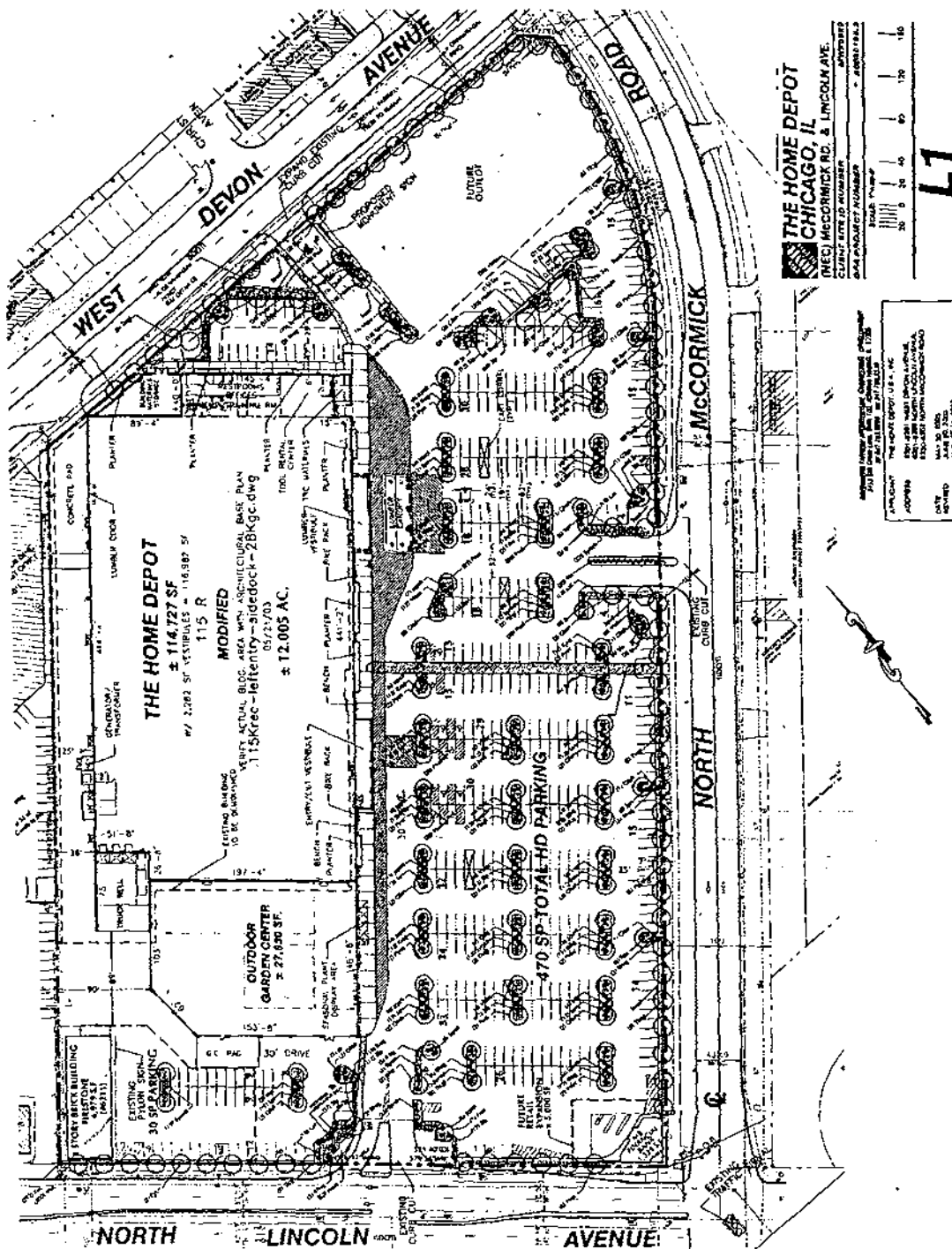
GREENBERG FARRON ARCHITECTURE ENGINEERING DECA
 3455 Oak Creek Lane, Suite 100, Arlington Heights, IL 60004
 Tel 847.784.9200 Fax 847.785.9336

APPLICANT: THE HOME DEPOT, U.S.A., INC.
 ADDRESS: 5301 OLMA 1 WEST OLYN AVENUE;
 6701 4038 NORTH LINCOLN AVENUE;
 8200-8032 NORTH MCCORMACK ROAD
 DATE: MAY 20, 2003
 REVISED:

Site Plan.



Landscape Plan.



Landscape Details.

LANDSCAPE NOTES:

THE REQUIREMENTS FOR MEASUREMENT, BRANCHING AND BALL SIZE SHALL CONFORM TO THE CODE OF STANDARDS (ANSI) 2001.1-1901 BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.

ALL PLANT SPECIES SHOWN ARE SUBJECT TO AVAILABILITY. MATERIALS SUPPLIED BY THE LANDSCAPE ARCHITECT MAY REQUIRE SUBSTITUTIONS. ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT AND/OR OWNER.

PLANT SYMBOLS ELABORATED ON THIS PLAN ARE A GRAPHIC REPRESENTATION OF THE PROPOSED PLANT MATERIAL TYPE AND NOT AN ATTEMPT TO PROVIDE VISUAL CLARITY. HOWEVER, THE SYMBOLS DO NOT NECESSARILY REPRESENT ACTUAL PLANT SPREAD AT THE TIME OF INSTALLATION.

ALL OTHER PLANTING SIGNS AND THEIR SAUCERS TO BE LOCATED WITH CITY APPROVED BODIES OR CLEANLY PAVED AND BE MATCHED WITH A MINIMUM OF THREE INCHES BY 6 INCHES WOOD MULCH.

ALL AREAS DETAINED BY CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL STATE.

ALL WORK SHALL BE CONDUCTED IN A PROFESSIONAL MANNER. THE LANDSCAPE CONTRACTOR SHALL MEET ALL THE TERMS AND CONDITIONS SET FORTH BY THE CIRCULAR CONTRACT.

ALL LANDSCAPE MATERIAL INSTALLATION SHALL BE MAINTAINED UNTIL FINAL ACCEPTANCE BY THE OWNER.

ALL PLANT MATERIAL SHALL BE PLANTED IN ACCORDANCE WITH CURRENT A.A.N. STANDARDS.

ALL PLANTING BEDS WILL BE CROWNED A MINIMUM OF 8 INCHES TO PROVIDE GOOD DRAINAGE CONDITIONS.

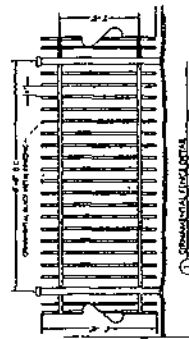
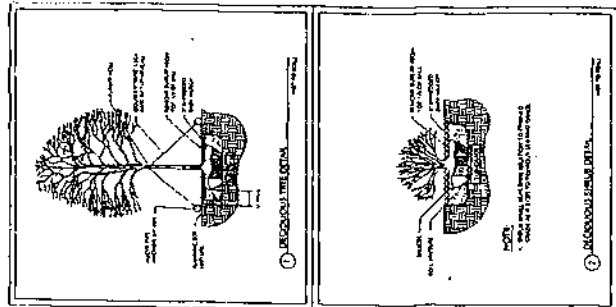
PROPOSED PLANT LEGEND

TAC	BOTANICAL NAME	COMMON NAME	CORD SIZE	QTY
1	Fraxinus pennsylvanica 'Summit'	Summit Green Ash	8.0" 2.5' cal	9
2	Crataegus baccata 'Wormy'	Thornless Common Hawthorn	8.0" 2.5' cal	35
3	Prunella coccinea 'Chantrelle'	Chantrelle Pear	8.0" 2.5' cal	65
4	Prunella coccinea 'Chantrelle'	Chantrelle Pear	8.0" 2.5' cal	65
5	Prunella coccinea 'Chantrelle'	Chantrelle Pear	8.0" 2.5' cal	65
6	Prunella coccinea 'Chantrelle'	Chantrelle Pear	8.0" 2.5' cal	65
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16	Prunella coccinea 'Chantrelle'	Chantrelle Pear	8.0" 2.5' cal	65
17	Prunella coccinea 'Chantrelle'	Chantrelle Pear	8.0" 2.5' cal	65
18	Prunella coccinea 'Chantrelle'	Chantrelle Pear	8.0" 2.5' cal	65
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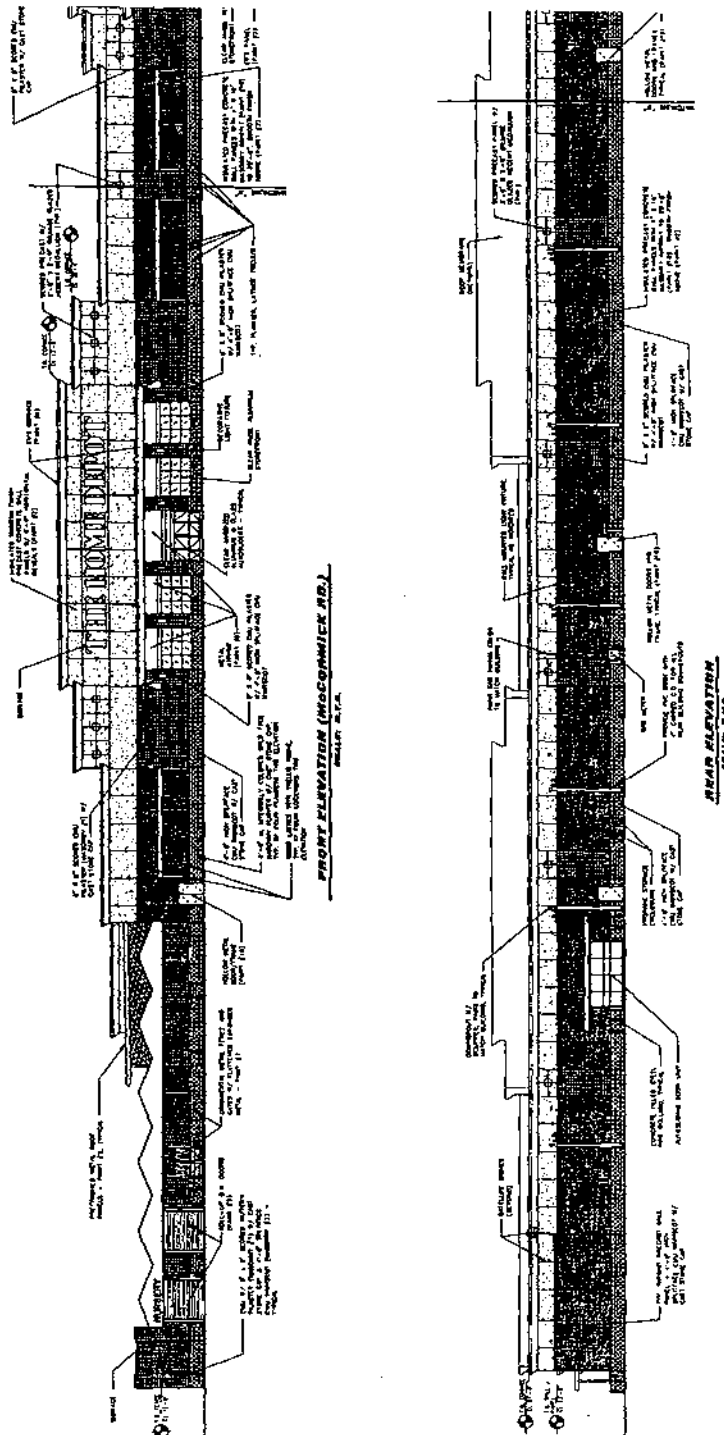
THE HOME DEPOT
CHICAGO, IL
1100 N. LAKE STREET
CHICAGO, IL 60610
TEL: 312.996.8000 FAX: 312.996.8001

THE HOME DEPOT U.S.A., INC.
3301-3361 WEST OGDON AVENUE
6201-6259 NORTH LINCOLN AVENUE
6210-6352 NORTH MCCORMICK ROAD
DATE: MAY 10, 2003
REVISED: JULY 29, 2003

LANDSCAPE DETAILS

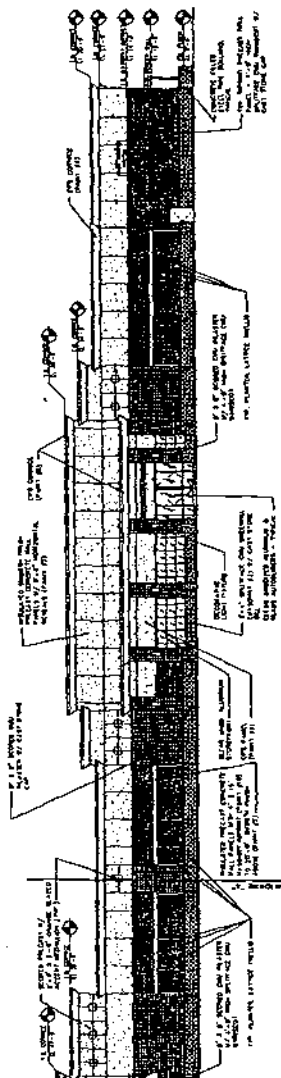


Building Elevations.
(Page 1 of 3)

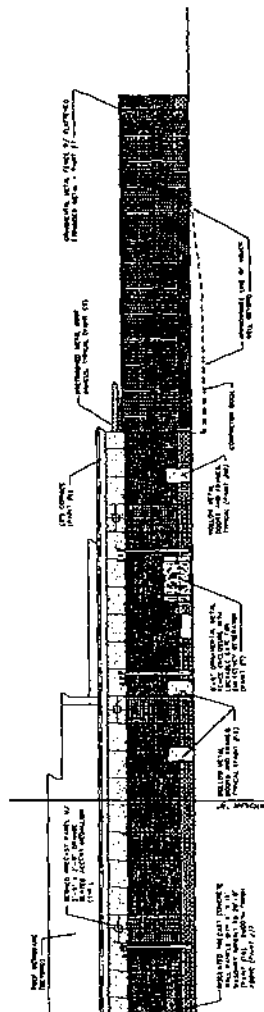


APPLICANT: THE MORGAN DEPOSIT, U.S.A., INC.
ADDRESS: 3001-1161 WEST DOWEN AVENUE
6401-4133 NORTH BLOOMINGTON
6230-4753 NORTH MCCORMICK
DATE: MAY 26, 2003
BY: 118-1-29-2003

Building Elevations.
(Page 2 of 3)



FRONT ELEVATION (NO. COMM. NO.)
NEW YORK, N.Y.



NEAR ELEVATION
HWA 47 N. E. 6.

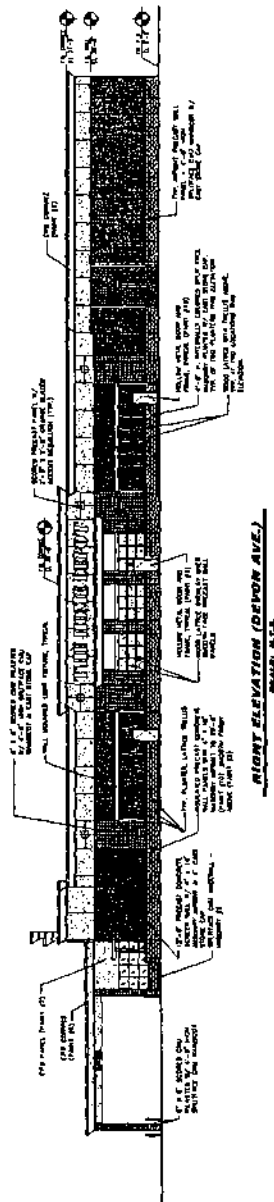
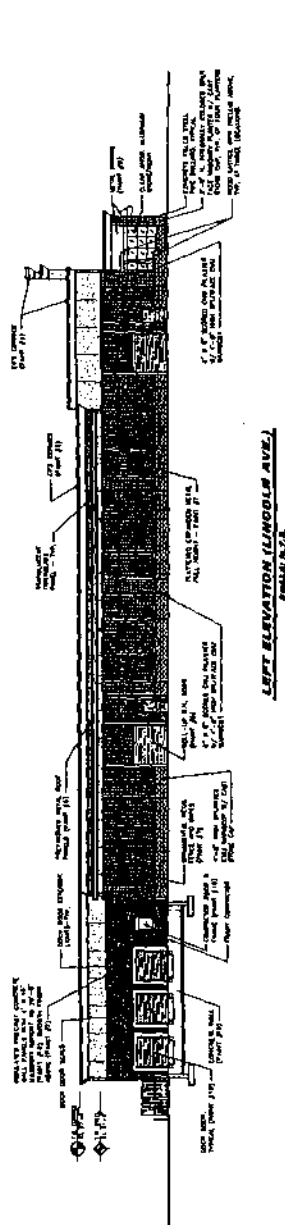
FINISH SCHEDULE NOTES

1. *What is the main purpose of the passage?*
 2. *Which of the following is NOT mentioned as a benefit of the program?*
 3. *What does the author think about the future of the program?*
 4. *What is the author's attitude towards the program?*
 5. *What is the main idea of the passage?*
 6. *What is the author's purpose in writing this passage?*
 7. *What is the author's opinion on the program?*
 8. *What is the author's main point?*
 9. *What is the author's conclusion?*
 10. *What is the author's recommendation?*

DISCUSSION

WESTMIDLAND JEWELLERY LIMITED LTD (INCORPORATED IN ENGLAND)
2-158 1st Cross Lane, West Midlands Industrial Estate, 40003
Leamington Spa CV32 5NF, Warwickshire, U.K.

Building Elevations.
(Page 3 of 3)



DATE: MAY 21, 2003
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES
 PROJECT: THE HOME DEPOT U.S.A., INC.
 ADDRESS: 4311 NORTH LINCOLN AVE.
 CHICAGO, ILL. 60630
 312.441.1111

FINISH SCHEDULE NOTES	
1. ALL FINISHES TO BE AS SHOWN ON THE DRAWINGS.	
2. ALL FINISHES TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING SCHEDULES:	
3. ALL FINISHES TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING SCHEDULES:	
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9. ALL FINISHES TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING SCHEDULES:	
10. ALL FINISHES TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING SCHEDULES:	

Reclassification Of Area Shown On Map Number 16-G.
(Application Number 14075)

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 R3 General Residence District symbols as shown on Map Number 16-G in the area bounded by:

West 66th Street; South Sangamon Street; a line 25 feet south of and parallel to West 66th Street; and the public alley next west of and parallel to South Sangamon Street,

to those of a B1-1 Local Retail District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 16-I.
(As Amended)
(Application Number A-5247)

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 R1 Single-Family Residence District symbols and indications as shown on Map Number 16-I in the area bounded by:

West 71st Street; a line 284 feet, 6 inches west of and parallel to South Homan Avenue if it were to extend north of West 71st Street; a line 280 feet, 8 inches north of and parallel to West 71st Street; a line 240 feet, 5 inches east of a line 284 feet, 6 inches west of and parallel to South Homan Avenue if it were to extend north of West 71st Street; South Redfield Drive; and a line 52 feet east of South Spaulding Avenue if it were to extend north of West 71st Street,

to an Institutional Planned Development which is hereby established in the area above described, subject to such use and Bulk Regulations as set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as Institutional Planned Development consists of approximately three hundred ninety-five thousand three hundred fifty-eight (395,358) square feet (nine and eight hundredths (9.08) acres) net site area which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is currently owned by the Chicago Park District. The Board of Education of the City of Chicago (the "Applicant") and the Chicago Park District are negotiating how title to the land will be held. The options include transfer of title to the Applicant, joint title by the Applicant and the Chicago Park District, or a long-term lease between the Applicant and the Chicago Park District.
2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this planned development. Any dedication or vacation of streets or alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require submittal on behalf of the Applicant or their successors, assignees, or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this planned development shall be binding upon the Applicant, its successors and assigns, grantees and lessees and, if different than the Applicant, the legal title holders or any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder or any

ground lessors. Furthermore, pursuant to the requirements of Section 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 paragraph or to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

4. This planned development consists of sixteen (16) 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 prepared by OWP&P dated August 14, 2003. Full size sets of the Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other zoning controls shall apply.
5. The planned development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, the requirements thereof, and satisfies the established criteria for approval as a planned development.
6. The uses permitted within the area of delineated herein as "Institutional Planned Development" shall be educational and recreational facilities, public park, offices, accessory parking and related uses incidental thereto.
7. Identification and other necessary signs, including temporary construction signs, may be permitted within the area delineated herein as "Institutional Planned Development", subject to the review and approval by the Department of Planning and Development.
8. Off-street parking and off-street loading facilities shall be provided in compliance with this planned development, subject to review and approval of the Departments of Transportation and Planning and Development. A minimum of two percent (2%) of all parking spaces shall be designated for parking for the handicapped.

9. Service drives or other means of ingress or egress, including for emergency vehicles shall be adequately designed and paved in accordance with the Municipal Code and the regulations of the Department of Transportation in effect at the time of construction. There shall be no parking within such paved areas or fire lanes. Ingress and egress shall be subject to the review and approval of the Departments of Transportation and Planning and Development. All work proposed in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and accordance with the Municipal Code of the City of Chicago.
10. In addition to the maximum height of any building or any appurtenance thereto, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.
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. Improvements of the Property, including landscaping, all entrances and exits to the parking area, shall be designed and installed in substantial conformance with the Site/Landscape Plan, Building Elevations and the Bulk Regulations and Data Table attached hereto and made a part hereof. In addition, parkway trees and other landscaping shall be installed and maintained at all times in accordance with the Site/Landscape Plan and the parkway tree and parking lot landscaping provisions of the Chicago Zoning Ordinance, City regulations and guidelines.
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 the Property in an energy efficient manner generally consistent with Leadership in Energy and Environmental Design Green Building Rating Systems ("L.E.E.D."). Copies of these standards may be obtained from the Department of Planning and Development. If additional funding for the project can be identified and secured, a seventeen thousand four hundred seventy-five (17,475) square foot green roof will be installed. In addition, the implementation of photovoltaic panels is being investigated and energy saving devices will be implemented to reduce the overall energy consumption of the building.

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. 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 application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor in nature, appropriate and consistent with the nature of the improvements contemplated in this planned development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner 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.
16. Unless substantial new construction on the property has commenced within six (6) years following adoption of this planned development, and unless completion is thereafter diligently pursued, then this planned development shall expire and the zoning of the Property shall automatically revert to its prior R1 Single-Family Residence District designation. This six (6) year period may be extended for up to one (1) additional year if, before expiration of the six (6) year period, the Commissioner of Planning and Development determines that good cause for an extension is shown.

[Existing Zone Map; Existing Land-Use Map; Boundary and Property Line Map; Site and Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 7427 through 7431 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Institutional Planned Development.**Tarkington Elementary School.**Bulk Regulations And Data Table.*

Gross Site Area	Public Right-Of-Way	Net Site Area
427,912 square feet (9.82 acres)	32,554 square feet (.75 acres)	395,358 square feet (9.08 acres)
Maximum Permitted Floor Area Ratio for Net Site Area:	0.50	
Maximum Number of Off-Street Parking Spaces:	105 (including 5 handicapped)	
Minimum Number of Off-Street Loading Spaces:	1	
Maximum Building Height:	50 feet, 0 inches (including mechanical)	
Minimum Setbacks:	Per Site Plan	

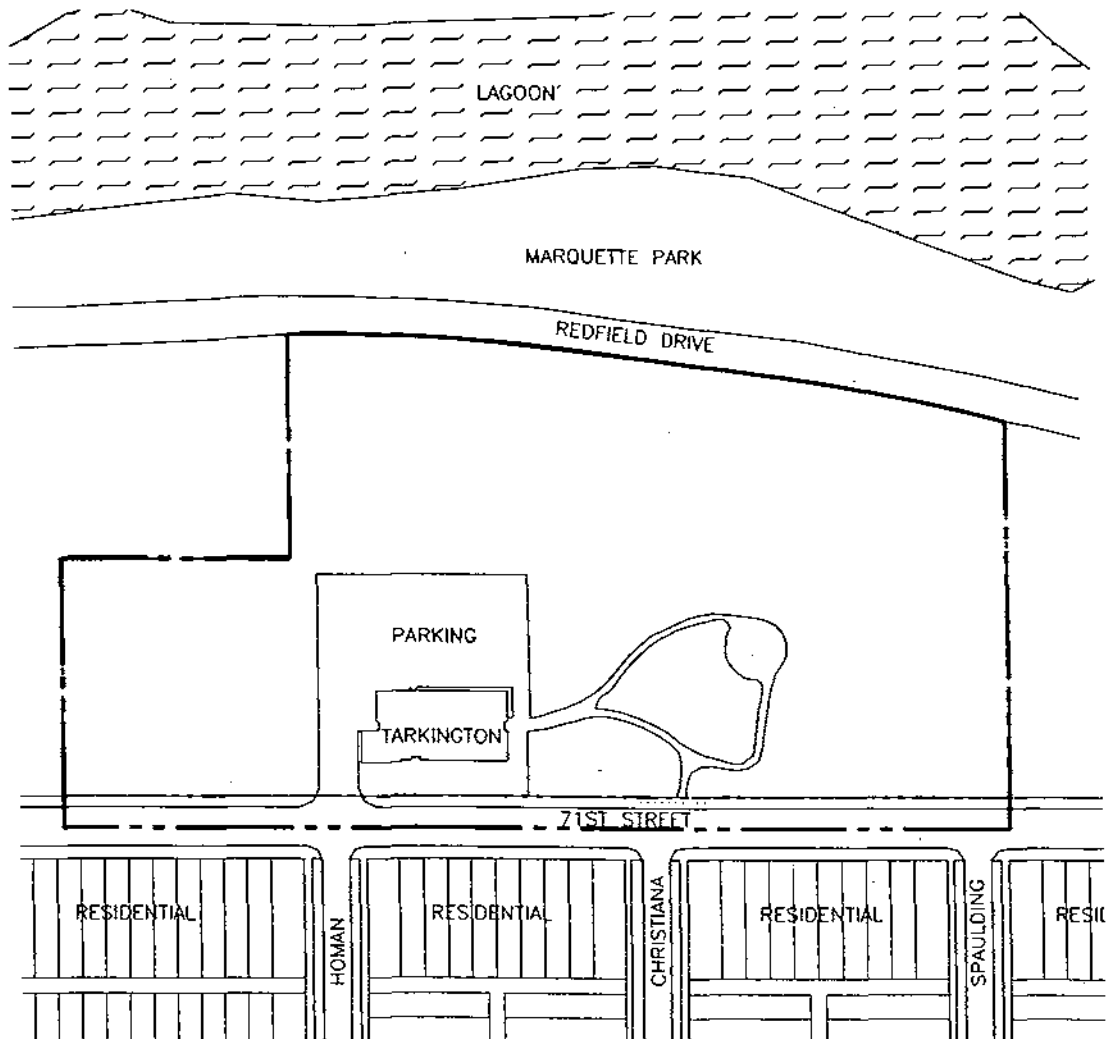
*Reclassification Of Area Shown On Map Number 17-G.
(Application Number A-5177)*

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 symbols and indications as shown on Map Number 17-G in the area bounded by:

(Continued on page 7432)

Existing Land-Use Map.



--- PLANNED DEVELOPMENT BOUNDARY
--- NET SITE AREA

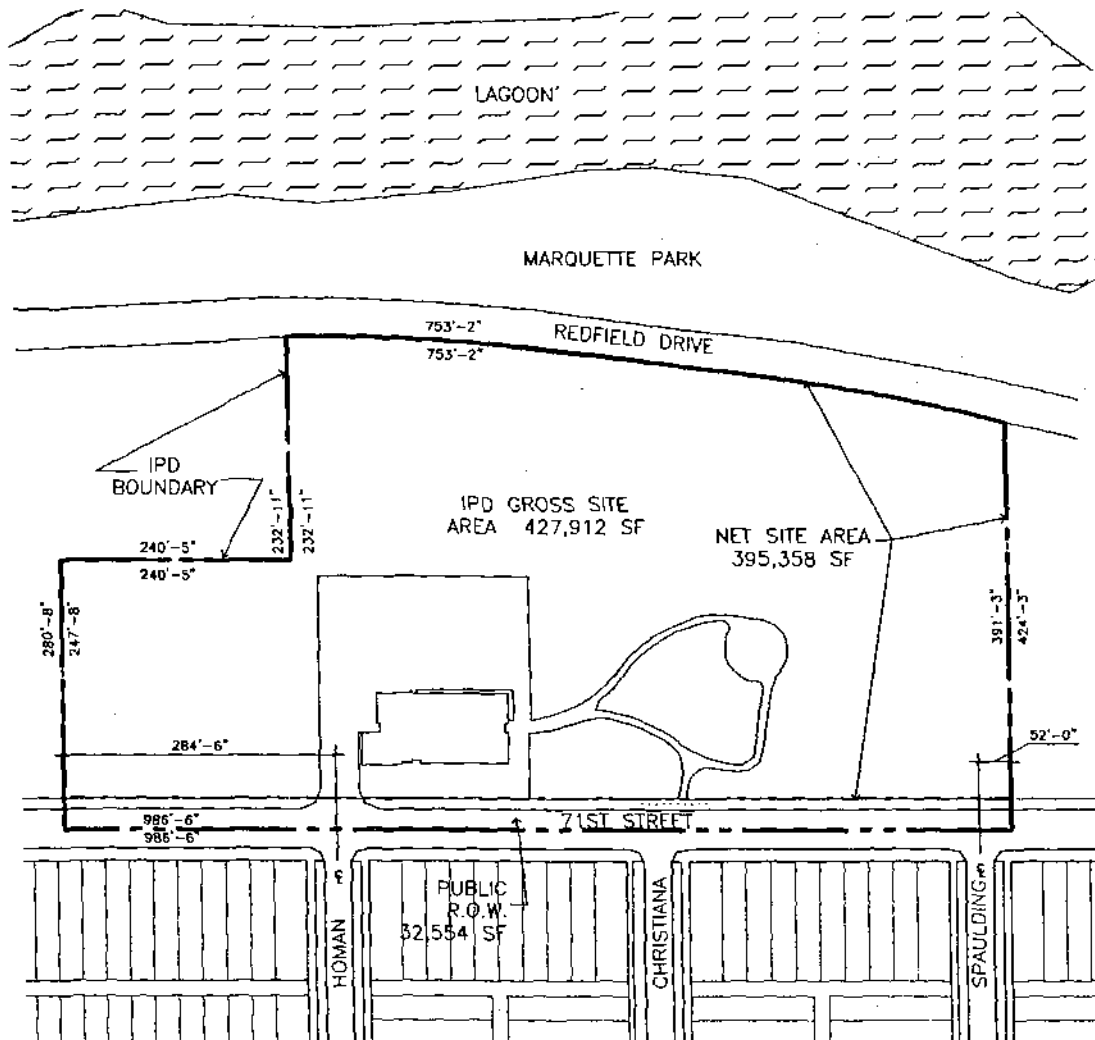
APPLICANT: BOARD OF EDUCATION, CITY OF CHICAGO
ADDRESS: 71ST STREET AT CHRISTIANA



SCALE: 1" = 150'-0"

REVISED: AUGUST 14, 2003
DATE: JUNE 4, 2003

Boundary And Property Line Map.



--- PLANNED DEVELOPMENT BOUNDARY
 --- NET SITE AREA

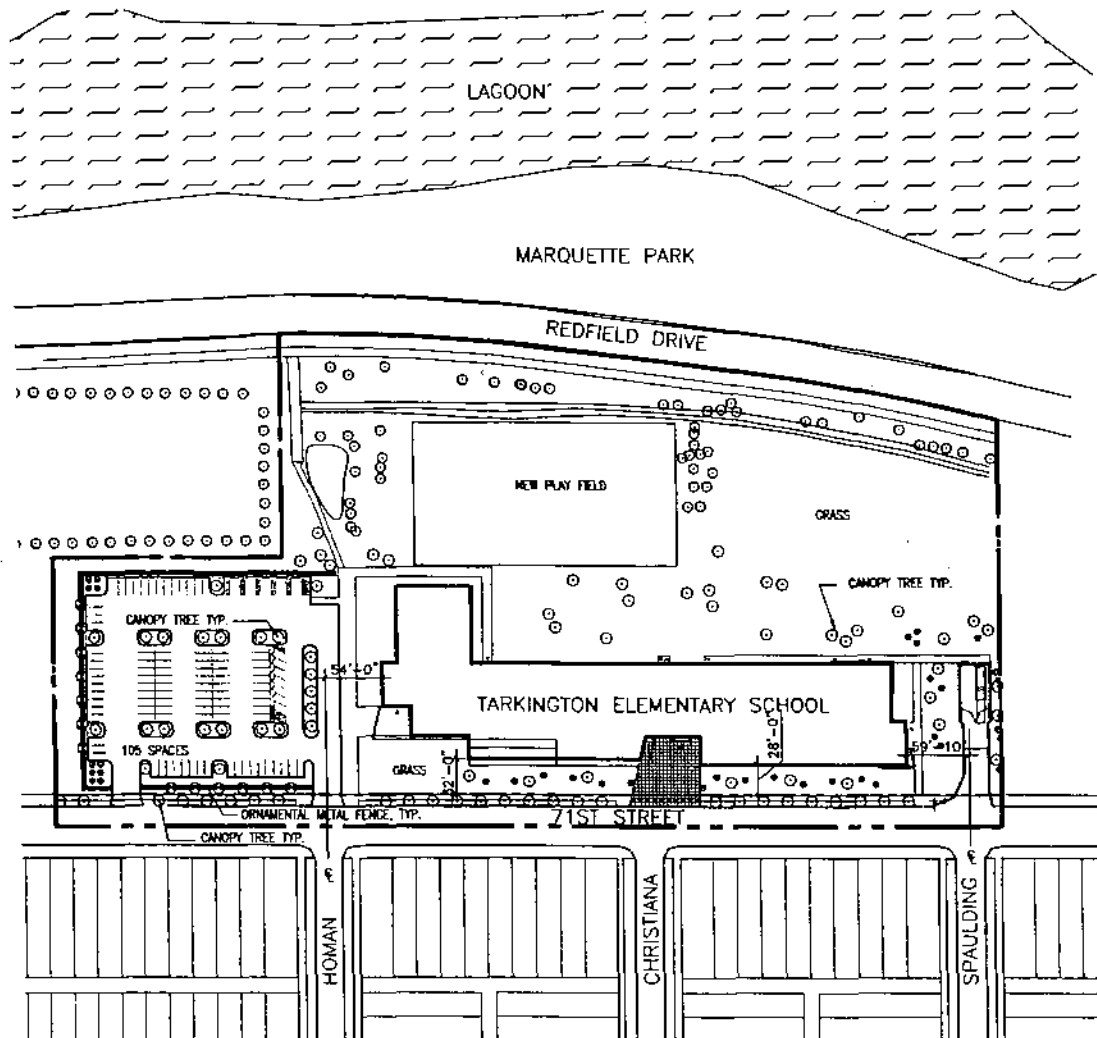
APPLICANT: BOARD OF EDUCATION, CITY OF CHICAGO
 ADDRESS: 71ST STREET AT CHRISTIANA



SCALE: 1" = 150'-0"

REVISED: AUGUST 14, 2003
 DATE: JUNE 4, 2003

Site And Landscape Plan.



--- PLANNED DEVELOPMENT BOUNDARY
 --- NET SITE AREA

APPLICANT: BOARD OF EDUCATION, CITY OF CHICAGO
 ADDRESS: 71ST STREET AT CHRISTIANA



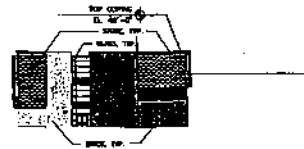
SCALE: 1" = 150'-0"

REVISED: AUGUST 14, 2003

Building Elevations.



1 WEST ELEVATION



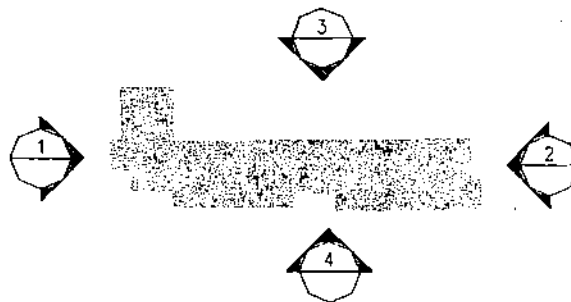
2 EAST ELEVATION



4 NORTH ELEVATION



4 SOUTH ELEVATION



SCALE: 1" = 90'-0

APPLICANT: BOARD OF EDUCATION, CITY OF CHICAGO
 ADDRESS: 71ST STREET AT CHRISTIANA

REVISED: AUGUST 14, 200
 DATE: JUNE 4, 200

(Continued from page 7426)

West Pratt Boulevard; North Glenwood Avenue; West Columbia Avenue; North Lakewood Avenue; the northeasterly right-of-way line of Chicago Transit Authority elevated structure; a line 225 feet east of North Lakewood Avenue; the alley next north of and parallel to West Loyola Avenue; a line 150 feet east of and parallel to North Lakewood Avenue; West Loyola Avenue; the alley next east of and parallel to North Glenwood Avenue; the alley next south of and parallel to West Loyola Avenue; North Glenwood Avenue; a line 100 feet north of West Devon Avenue; North Newgard Avenue; the alley next north of and parallel to West Devon Avenue; North Greenview Avenue; a line 66 feet south of West Schreiber Avenue; the alley next west of and parallel to North Greenview Avenue; West Schreiber Avenue; North Bosworth Avenue; the alley next south of and parallel to West Schreiber Avenue; the alley next west of and parallel to North Bosworth Avenue; West Schreiber Avenue; North Ashland Avenue; West Albion Avenue; and North Greenview Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.

Reclassification Of Area Shown On Map Number 28-E.
(Application Number 14067)

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 28-E in the area bounded by:

East 111th Street; a line 130 feet east of and parallel to South Vernon Avenue; the alley south of and parallel to East 111th Street; and South Vernon 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.

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, and Aldermen Tillman, Pope, Balcer, Cárdenas, Burke, Rugai, Brookins, Muñoz, Solis, Ocasio, Carothers, Natarus, Reboyras, Suarez, Mell, Colón and Shiller. The motion *Prevailed*.

Alderman Burke then moved that the City Council Accept for Publication written remarks concerning the following resolutions. The motion *Prevailed*.

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE HONORABLE CASIMIR "CASEY" LASKOWSKI.

WHEREAS, Almighty God in His infinite wisdom and mercy called our friend and former colleague, Casimir "Casey" Laskowski, from this life to his eternal reward on August 15, 2003, at the age of eighty-four; and

WHEREAS, The son of an immigrant tailor from Bialystok, Poland, Mr. Laskowski was educated at Weber High School, DePaul University, the American Conservatory of Music, and Worsham College of Mortuary Science; and

WHEREAS, He courageously served his country during World War II in the United States Army Air Forces, piloting forty missions in a B-24 named "Horrible Monster" over the Pacific and was awarded a Distinguished Flying Cross, Air Medal with seven oak leaf clusters, a Silver Star and two Bronze Stars; and

WHEREAS, He was the founder and owner of the Casey Laskowski & Son Funeral Home where he was known for playing the funeral home organ at many of the wakes; and

WHEREAS, Mr. Laskowski began his long and distinguished political career in 1955 after his election as the alderman from the 35th Ward, a heavily Polish northwest side neighborhood, and in 1976, was voted the city's first vice mayor. He served in the city council until 1979; and

WHEREAS, A man of considerable charm, Mr. Laskowski loved to entertain people, serenading his council colleagues at holiday parties, and was the choir director and organist for two Roman Catholic parishes, Saint Hedwig's Church and Saint Stanislaus Bishop and Martyr Catholic Church, where his brother was the pastor; and

WHEREAS, Mr. Laskowski made important contributions to the community in many ways, including serving as the president of the Polish-American Business Men and as a member of the La Fourths Association Lafayette Council Number 361 Knights of Columbus, three American Legion posts, one AMVETS post, two Polish Legion of American Veterans posts, the Loyal Order of Moose, Portage Park, and the Cook County Medical Examiner's Board; and

WHEREAS, Although Mr. Laskowski will be greatly missed by his family and friends, 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 of fifty-five years, Virginia; his daughter, Rita; his sons, Thomas and Robert; his five 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 fourth day of September, 2003, do hereby commemorate Casimir Laskowski for his fruitful life and do hereby extend our most sincere condolences to his family; and

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

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE HONORABLE CASIMIR LASKOWSKI.

WHEREAS, The Honorable Casimir Laskowski 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, The Honorable Casimir Laskowski was the loving and devoted husband for fifty-five years of Virginia L., nee Zygowicz; and

WHEREAS, The Honorable Casimir Laskowski was the much-beloved father of Rita Gulik, Robert and Thomas to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Known as "Casey" to his many friends and admirers, The Honorable Casimir Laskowski ably served as the alderman of the 35th Ward from 1955 to 1979; and

WHEREAS, During his twenty-four year tenure as alderman of the predominantly Polish ethnic conclave situated on Chicago's northwest side, The Honorable Casimir Laskowski strived to deliver only the best of city services to his constituency; and

WHEREAS, The Honorable Casimir Laskowski also helped to shape citywide policy through his memberships on council committees and chairmanship of the City Council Committee on Aviation; and

WHEREAS, The Honorable Casimir Laskowski was an early proponent of constructing an airport in the south suburbs, a proposal that still is hotly debated by politicians and planners today; and

WHEREAS, In 1977, The Honorable Casimir Laskowski became the first alderman to serve in the newly created position of vice mayor following the sudden death of Mayor Richard J. Daley; and

WHEREAS, The son of an immigrant tailor from Bialystok, Poland, The Honorable Casimir Laskowski was the founder and owner of Casey Laskowski & Sons Funeral Home; and

WHEREAS, The Honorable Casimir Laskowski was a past president of the Polish American Businessmen's Club and a valued member of the Knights of Columbus; and

WHEREAS, A proud American patriot, The Honorable Casimir Laskowski bravely served his country during World War II as a pilot of a B-24, completing forty missions in the Pacific theater of operations; and

WHEREAS, The many important and lasting contributions made to the betterment of our great city by The Honorable Casimir Laskowski live on as a proud testament to his abundant talent, wisdom and dedication; and

WHEREAS, The Honorable Casimir Laskowski will not be forgotten by his many relatives, friends and neighbors who are graced by his fond memory; and

WHEREAS, To his wife, Virginia; his two sons, Robert and Thomas; his daughter, Rita Gulik; and his five grandchildren, The Honorable Casimir Laskowski 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 fourth day of September, 2003, do hereby commemorate The Honorable Casimir Laskowski 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 Casimir Laskowski.

On motion of Alderman Burke, the foregoing resolutions were *Adopted* by a rising vote.

Alderman Burke submitted the following written remarks:

I am honored to rise, this morning, to acknowledge the remarkable humanity and patriotism of my longtime friend and colleague Alderman Casey Laskowski. We served together on the Chicago City Council for ten years — years of tremendous political change and transition here in Chicago. But this morning, I'd like to think that I am also here as a fellow musician. Since his leaving the Council, somehow I succeeded Casey as the unofficial City Council piano player. It is a role I know Casey cherished during his twenty-four years of service in the Council.

During those decades, Casey used his musical talents to enhance countless civic celebrations and political gatherings, as well as many funerals. Whatever the venue, Casey would reshape it with song. Music was, for him, a bridge into a deeper, spiritual reality that always brought him closer to the ancient faith and roots of his Polish heritage. He transformed people by that gift and, for many, became a soft grace that reinforced their value, dignity and worth.

In one of Chicago's sturdiest neighborhoods, Casey became a symbol of remarkable political achievement and effectiveness. The 35th Ward was never better served than by Casey Laskowski who was always at home on its streets, front

porches and storefronts. He spoke the language of real Chicagoans, a remarkable mixture of old-fashioned reverence for his neighbors, pugnacious in their defense, and sturdy loyalty for the larger good, ready with hard work and sacrifice. Casey's values were timeless beliefs, the kind for which men give their lives. He demonstrated those values everyday of his life, but never more concretely than from the pilot's seat of a B-24. Casey flew with valor, distinction and the timeless certainty of youth. He flew forty missions for his nation over the Pacific in an era remarkable for its courage. He was, as Tom Brokaw so eloquently coined the phrase, part of "the Greatest Generation". He possessed that unusual capacity, with the men and women of his time, to be committed to sacrifice, ready for heroic action, without the need to seek attention or reward. Their selfless giving made them patriots who fought on the side of democracy. Casey Laskowski allowed that experience to shape his life's work. History called him to greatness during the Second World War.

It is no accident then that Casey arrived at the Chicago City Council in 1955 with Mayor Richard J. Daley. It was a time for great leaders in a city that thrived on bold political initiative, uncompromising loyalties and the wisdom to never forget where you came from. As Alderman of the 35th Ward in those early years, Casey was a friend and colleague of my father when he was Alderman of the 14th Ward. They were proud to share the honorific of "Regular Democrat".

I am not sure if Casey was a good politician because he was a good funeral director, or if he was a good funeral director because he was a good politician. To achieve excellence in either demands human skills of lasting empathy and understanding, the kind that you cannot disguise. People saw that in Casey's eyes and heart; they knew it from his presence, his word, his actions on their behalf and on his commitment to their lives. His virtue was as bold as it was spontaneous.

This morning Virginia, Bob, Tom and Rita, we reverence the friendship, loyalty and humanity that your husband and father unleashed upon the world and most importantly this city. Thank you for sharing him with us. He will remain a bright star in the pantheon of colorful, larger-than-life Chicagoans whose destiny led this city to greatness.

This morning, it is the familiar words of faith that brings us an eternal hope, uniting us with Casey -- a remarkable husband, father, grandfather and patriot.

We pray that our friend will receive the reward of his goodness, confident as Shakespeare reminds us, "He lives in fame that dies in virtue's cause".

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MR. EDWARD T. SCHOLL.

WHEREAS, Almighty God in His infinite wisdom and mercy called our friend and former colleague, Edward T. Scholl, from this life to his eternal reward on August 29, 2003, at the age of sixty-six; and

WHEREAS, A man of energy and diverse talents, Edward T. Scholl had a multifaceted and successful career; and

WHEREAS, By the age of twenty-four, Mr. Scholl was editor of the *Edison-Norwood Review* newspaper, had written a book on the history of the Edison and Norwood Park communities, and was elected Republican ward committeeman in the 41st Ward; and

WHEREAS, In 1963, at the age of twenty-six, he was elected to the City Council as Alderman of the 41st Ward and won reelection in 1967 and 1971; and

WHEREAS, In 1972 he was elected to the Illinois State Senate and resigned from the City Council effective January 10, 1973, to take up his new post; and

WHEREAS, Unsuccessful in a hard-fought reelection campaign in 1974, Mr. Scholl eventually became a fund raiser for the Passionist Fathers and Brothers, serving the religious order for twenty-five years to assure that those who had taken vows of poverty would be cared for after their retirement from active ministry. He helped establish the Passionist Development Office and served as its executive director for several years until his death; and

WHEREAS, Mr. Scholl is survived by Rosemary, his wife of forty-three years; their son, Michael; their daughters, Cindy Gentile and Karen Cieslak; four sisters; two brothers; nine grandchildren and many nieces and nephews; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of September, 2003, do hereby honor the many accomplishments of our friend and former colleague, Edward T. Scholl; and

Be It Further Resolved, That we extend our heartfelt condolences to his family and many friends, and we join them in mourning their loss; and

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

On motion of Alderman Burke, the foregoing resolution was *Adopted* by a rising vote.

Alderman Burke submitted the following written remarks:

Mr. President, ladies and gentlemen of the Chicago City Council.

This morning I am proud to stand and salute a remarkable Chicagoan who served with dignity and graciousness in this City Council for nine years, the late former Alderman Edward T. Scholl.

With particular skill, he served the people of the 41st Ward on the city's far northwest side.

Remarkably, he came to this assembly following his election in 1963 when he was only twenty-five years old. His youthfulness gave him a sharp eye and a determined spirit, in many ways reflecting the times.

I am particularly mindful of his presence on the City Council with my own father, Alderman Joseph Burke of the 14th Ward. The fact that Alderman Scholl was a member of the Republican Party in no way debilitated the significance of his leadership and service in this traditionally Democratic body. He was as well liked as he was energetic. It was a time for youth and fresh ideas, and Alderman Scholl had an ample resource of each.

I know he enriched the efforts of the Chicago City Council to strengthen the quality of life for all Chicagoans. And he left this body with a reputation for hard work and thoughtful compromise, qualities that were sturdy assets for him in the Illinois State Senate.

His work in later life as the Executive Director of Passionist Development Office is a further expression of his commitment to the lasting values of faith and strong work. So much of his life was lived as a strong expression of his Catholic identity. His efforts on behalf of this important religious community of men with a strong influence in the religious life of Chicago was as noble as it was industrious. I know that it reflects the interior goodness that was so much a part of Alderman Scholl's life.

To his wife of forty-three years, Rosemary, his children, Michael, Cindy and Karen and his grandchildren, we extend our deepest sympathies. May God grant him the reward of his goodness. May he rest in peace.

Thereupon, on motion of Alderman Burke, the remaining proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

TRIBUTE TO LATE MR. ROBERT A. DAVIS.

WHEREAS, Members of this chamber were deeply saddened to learn of the passing of Robert Davis over the weekend of August 2, 2003, at the age of sixty-one; and

WHEREAS, For over three decades as a reporter for the *Chicago Tribune*, Bob Davis covered events in Chicago's City Hall with tremendous insight, wisdom and wit; and

WHEREAS, The son of a restaurant and bar owner, Mr. Davis grew up in Marinette, Wisconsin, where he worked for the *Marinette Eagle Star* while attending high school; and

WHEREAS, After graduating from the University of Wisconsin at Madison, Bob Davis worked for the *Wisconsin State Journal* before joining the *Chicago Tribune* staff in 1967; and

WHEREAS, Mr. Davis' coverage of Chicago city government was outstanding in every respect: his reporting was always objective and fair, and was consistently accurate as well as enlightening; and

WHEREAS, Mr. Davis always knew the right questions to ask the politicians he was covering, who included six Chicago mayors; and

WHEREAS, Bob Davis also served as a mentor to many younger reporters, who often respectfully referred to him as "Uncle Bob;" and

WHEREAS, After retiring from the *Tribune* in 1999, Mr. Davis continued to mentor in a different way: as an outstanding journalism teacher at the University of Illinois at Chicago, Columbia College, and Trinity Christian College; and

WHEREAS, In addition to his superb professionalism, Bob Davis will be remembered for his gift as a first-class raconteur and for his encyclopedic knowledge of Chicago politics and government; and

WHEREAS, Robert Davis is survived by his daughter, Stefanie Gehrig; a son, Robert, Jr.; a granddaughter, Irene Gehrig; and a brother, James; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of September, 2003, do hereby mourn the passing of Robert Davis, and we extend our heartfelt sympathy to his family; and

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

TRIBUTE TO LATE MR. PATRICK J. HEAD.

WHEREAS, The members of this chamber learned with great sadness that Patrick J. Head passed away on June 23, 2003 at the age of seventy; and

WHEREAS, Mr. Head, born in Randolph, Nebraska, moved with his family to Washington D.C., graduating summa cum laude from Georgetown University where he also earned a degree in international law in 1956; and

WHEREAS, Soon after law school, Mr. Head met Eleanor Hickey at a dance and married her four years later on Thanksgiving Day, 1960; and

WHEREAS, Renowned for his integrity and legal prowess, Mr. Head began his long and distinguished law career at a Washington, D.C. firm before joining Sears Roebuck & Co. as general counsel for its Midwest region in 1965. Six years later,

through hard work and diligence, he was promoted to international counsel; and

WHEREAS, In 1976, he left Sears to become vice president and general counsel at Montgomery Ward, supervising its federal government affairs operation, and from 1981 until his retirement in 1997, he served as the general counsel of FMC Corp., a multinational machinery and defense equipment company headquartered in Chicago; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Head to his family, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Although his warm and caring nature will be deeply missed by all who were fortunate to know him, 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, Eleanor; his five sons, Damian, Brendan, Martin, Daniel and Brian; his four daughters, Adrienne, Ellen, Maria and Sarah; his eight grandchildren; his sister, Janet; 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 fourth day of September, 2003, do hereby commemorate Patrick J. Head for his fruitful life and do hereby extend our most sincere condolences to his family; and

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

TRIBUTE TO LATE MRS. MARGARET E. "PEG" MC KEON.

WHEREAS, The members of this chamber were deeply saddened to learn of the death of Margaret E. "Peg" McKeon, an outstanding citizen who devoted much of her life to community and public service; and

WHEREAS, Born on May 27, 1921, Mrs. McKeon grew up in Bridgeport with her eight brothers and sisters and graduated from St. Mary's High School; and

WHEREAS, In 1942, she wed her childhood sweetheart, the late Joseph McKeon, Sr., who died in 1967, and they were the proud parents of three children; Lollie, Thomas, and the late Lieutenant Joseph McKeon Jr., who made the ultimate sacrifice serving his country in the Vietnam War; and

WHEREAS, In 1952, after her husband experienced health problems, Mrs. McKeon returned to school, receiving a degree in mortuary science from Worsham College, and since that time helped run the family business, McKeon Funeral Home, until her death; and

WHEREAS, Renowned for her caring nature, Mrs. McKeon made many outstanding contributions to the community, including as a member of the board of directors for Mercy Hospital and Medical Center, and through her generous donations in time and money to numerous charities and philanthropic organizations, including the Jane Addams Hull House, Gold Star Moms and the Nativity of Our Lord Church; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. McKeon to her family, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Although Mrs. McKeon will be greatly missed by her family and friends, her memory will live in their hearts forever; and

WHEREAS, The passing of Mrs. McKeon will be deeply felt by her family and friends, especially her son, Thomas; her daughter, Lollie; her two grandchildren, Joseph and Matthew; her sister, Kathryn; 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 fourth day of September, 2003, do hereby commemorate Margaret E. McKeon for her fruitful life and do hereby extend our most sincere condolences to her family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Margaret E. "Peg" McKeon as a sign of our sympathy and good wishes.

TRIBUTE TO LATE DR. THEODORE ZEKMAN.

WHEREAS, The members of this chamber were deeply saddened to learn of the

death at age ninety-five of Dr. Theodore Zekman, a respected Chicago ophthalmologist and surgeon; and

WHEREAS, Born in Minneapolis in 1907, Dr. Zekman graduated from Minneapolis High School and earned two undergraduate degrees from the University of Minnesota in Minneapolis; and

WHEREAS, Dr. Zekman graduated from Rush Medical College in Chicago in 1933 and after completing residencies at Michael Reese Hospital and the Illinois Eye and Ear Infirmary, he became an instructor in ophthalmology for both hospitals until 1946; and

WHEREAS, Dr. Zekman was chairman of the ophthalmology department at Michael Reese Hospital from 1948 to 1956, was chief of ophthalmology at Cook County Hospital from 1956 to 1968, and worked in private practice until he retired in the 1980s; and

WHEREAS, During his retirement, Dr. Zekman worked as an ophthalmological advisor to the United States Department of Health and Human Services, examining visually impaired patients seeking additional Social Security benefits; and

WHEREAS, Dr. Zekman was a founding member of the board of directors for the Illinois Eye Fund at the University of Illinois, was on the board of the Chicago Lighthouse, and published many articles in medical journals on eye surgery and other treatments for eye conditions; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Dr. Zekman to his family, friends and all who knew him, and enabled them to enrich their lives in ways they will never forget; and

WHEREAS, Although Dr. Zekman will be greatly missed by his family, friends and colleagues, his memory will live in their hearts forever; and

WHEREAS, A devoted husband, loving father and proud grandfather, Dr. Zekman's passing will be deeply felt by his family and friends, especially his two daughters, Pam and Terri; and his two grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of September, 2003, do hereby honor the life and memory of Dr. Theodore Zekman and extend our most heartfelt condolences to his family; and

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

CONGRATULATIONS AND BEST WISHES EXTENDED TO
SUPERINTENDENT TERRY G. HILLARD ON
RETIREMENT FROM CHICAGO
POLICE DEPARTMENT.

WHEREAS, Terry G. Hillard, an internationally recognized leader of exceptional dedication and professional achievement, retired from his position as superintendent of the Chicago Police Department on August 15, 2003; and

WHEREAS, Throughout his long and illustrious career, Terry G. Hillard fulfilled the finest and most noble traditions of public service and brought to his role as superintendent a remarkable legacy of achievement; and

WHEREAS, A native of South Fulton, Tennessee, Terry G. Hillard enlisted in the United States Marine Corps in 1963 and bravely served his country during the Vietnam War, rising to the rank of sergeant and being awarded four service medals and a Presidential Unit citation; and

WHEREAS, Terry G. Hillard joined the Chicago Police Department in 1968, and during his thirty-five year tenure with the department, he ably and honorably served as a patrol officer, gang crimes specialist, sergeant and lieutenant, before joining the command ranks; and

WHEREAS, As a police officer, Terry G. Hillard was not afraid to risk his own personal safety and he was seriously wounded by gunfire in 1975 while apprehending a suspect linked to the shooting of four suburban police officers, for which he received the Police Medal, the Chicago Police Department's highest award; and

WHEREAS, In 1998, Mayor Richard M. Daley named Terry G. Hillard to head the nation's second largest police force, comprised of thirteen thousand five hundred sworn officers and two thousand four hundred seventy civilian members; and

WHEREAS, Terry G. Hillard brought to his new role a determination to further improve an already-exemplary police department; and

WHEREAS, Superintendent Hillard's initiatives included requiring police recruits to have at least sixty hours of college credit and increasing their training period by seven weeks, resulting in the best-trained, best-qualified young police officers in the history of the Police Department and he also required veteran officers to receive at least twenty hours of in-service training per year to master technological and other developments in police work; and

WHEREAS, Technological innovations initiated under Superintendent Hillard's leadership include the Citizen Law Enforcement Analysis and Reporting system (C.L.E.A.R.), which uses computer technology to predict crime patterns, identify offenders more quickly and devise strategies to disrupt gang activity; Citizen ICAM, an Internet site that gives residents up-to-date information about crime incidents in their neighborhood; and new video surveillance cameras in crime hot spots; and

WHEREAS, In a series of multi-cultural forums, Terry G. Hillard brought together religious leaders, community leaders and law enforcement officials in an effort to establish a dialogue and bring solutions to difficult problems facing their communities; and

WHEREAS, Superintendent Hillard strengthened relationships with suburban police departments and federal and state law enforcement agencies to help create a united front against gangs, guns and drugs; and

WHEREAS, Superintendent Hillard forged close alliances with minority communities in the city, increased minority representation throughout the ranks of the Police Department and shaped a policy that bans all types of racial profiling; and

WHEREAS, Superintendent Hillard also instituted an Office of Management Accountability to hold supervisors accountable for addressing community concerns and implementing crime-fighting strategies; and

WHEREAS, As a result of Terry G. Hillard's tireless work and thoughtful initiatives, including strengthening the already successful Chicago Alternative Policing Strategy (C.A.P.S.) program, Chicago's crime rate dropped every year during his tenure as superintendent; and

WHEREAS, Terry G. Hillard holds bachelor's and master's degrees in corrections from Chicago State University and he has also completed training at the Federal Bureau of Investigation National Academy, the Federal Bureau of Investigation National Executive Institute, the Police Executive Research Forum's Senior Management Institute for Policy and the United States Secret Service Executive Protection program; and

WHEREAS, In addition to his superb professional credentials, Terry G. Hillard is known as a man of compassion and thoughtfulness, a loving husband, dedicated father, adoring grandfather, and one of ten children raised with a strong work ethic and strict moral values and principles; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of September, 2003, do hereby congratulate Terry G. Hillard on the occasion of his retirement as the superintendent of the Chicago Police Department and do hereby express our deepest appreciation for his long and valued service to the people of the great City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Terry G. Hillard as a sign of our esteem and good wishes.

CONGRATULATION AND BEST WISHES EXTENDED TO DE NORMANDIE
TOWEL AND LINEN SUPPLY COMPANY ON
ONE HUNDREDTH ANNIVERSARY.

WHEREAS, This month the DeNormandie Towel and Linen Supply Company is celebrating its one hundredth year as a family-owned Chicago business; and

WHEREAS, The company was founded in 1903 by Joseph and Ida DeNormandie who, working from their south side house, laundered and ironed towels and aprons and delivered them by horse and buggy each week to local taverns, restaurants, grocery stores and butcher shops; and

WHEREAS, Joseph and Ida soon outgrew their home-based business and opened a plant on South Wabash Avenue; and

WHEREAS, In the 1930s, the company's second generation owners moved the business into a building at 75th Street and State Street, where they began a new division that washed and delivered home laundry; and

WHEREAS, During World War II, a manpower shortage forced the company to abandon the home laundry enterprise but, after the war, the owners began a successful uniform laundering business; and

WHEREAS, DeNormandie Supply moved into its present location at 7780 South Dante Avenue in 1958 and, in 1984, expanded its business to include a division

that provides tablecloths and other linens for special events; and

WHEREAS, The company now employs approximately one hundred forty workers, nearly half of whom work at the company's laundry plant, which typically washes one hundred thirty thousand pounds of laundry each week; and

WHEREAS, The DeNormandie Towel and Linen Supply Company remains a family business, with fourth generation owners Allen, Edward and Grant DeNormandie, as well as fifth generation Michael DeNormandie, actively participating in the company's daily operations; and

WHEREAS, The DeNormandie family is justifiably proud of their enduring and successful family business, which carries the slogan "Big Enough to Serve, Small Enough to Care!"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of September, 2003, do hereby congratulate the DeNormandie Towel and Linen Supply Company upon its one hundredth year in business; and

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

*CONGRATULATIONS AND BEST WISHES EXTENDED TO
MS. SAN LUONG O ON RETIREMENT FROM
CHICAGO PUBLIC LIBRARY BOARD.*

WHEREAS, After fourteen years of dedicated service, San Luong O is leaving her position as a member of the Board of the Chicago Library; and

WHEREAS, Ms. O received a bachelors degree in English and Linguistics in 1974 from Saigon University, a bachelors degree in Anthropology in 1980 from Columbia University of New York, and a masters degree in social work in 1984 from the University of Chicago, School of Social Service Administration; and

WHEREAS, Ms. O was appointed to the Board of the Chicago Library in September of 1989 and has served on the Board's Administration and Finance Committee and the Facilities Committee; and

WHEREAS, During her tenure, the Chicago Public Library has opened or renovated forty library branches citywide, including the central library, the Harold Washington Library Center; and

WHEREAS, Ms. O was named an Unsung Hero by WGN-TV in 2002 and 2003 and was presented with an award for Outstanding Community Service by the Illinois State Treasurer in May of 2003; and

WHEREAS, As a result of her commitment to the Chicago Public Library, Ms. O leaves in place many library improvements which will continue to benefit all Chicagoans; and

WHEREAS, The citizens of the City of Chicago owe Ms. O a debt of gratitude for her tireless efforts to modernize, expand and enhance the Chicago Public Library; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of September, 2003, do hereby express our thanks and appreciation to San Luong O as a member of the Chicago Public Library Board and hereby express to her our good wishes for her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to San Luong O as a token of our esteem and good wishes.

Presented By

ALDERMAN FLORES (1st Ward):

**MR. FREDERICK JORDAN HONORED FOR
YOUTH DEVELOPMENT WORK.**

WHEREAS, Frederick Jordan is a life-long Chicago resident and a former United States Marine; and

WHEREAS, Mr. Jordan is presently a Fifth Degree Black Belt in the martial arts; and

WHEREAS, On August 9, 2003, Mr. Jordan set the Guinness world record by breaking fifty-nine bricks in one minute; and

WHEREAS, Mr. Jordan is currently the chief executive director of the American Martial Arts Science Association; and

WHEREAS, Mr. Jordan has taught hundreds of young people the martial arts science, providing a positive alternative to youth by stressing discipline, perseverance, focus, vision and persistence; and

WHEREAS, Mr. Jordan also provides academic and social developmental mentoring to youth through the martial arts science; and

WHEREAS, Mr. Jordan currently is teaching the martial arts science at the Broader Urban Involvement and Leadership Development (B.U.I.L.D.) program located at 1223 North Milwaukee Avenue in the First Ward of Chicago; and

WHEREAS, The B.U.I.L.D. program and Mr. Jordan's teaching serve as a shining example of an effective community-based, grass roots youth developmental program; and

WHEREAS, Mr. Jordan serves as a positive role model to the youth of this city; now, therefore,

Be It Resolved, That we, the members of the City Council of Chicago, assembled here this fourth day of September, 2003, do hereby honor Frederick Jordan for his efforts to promote the positive and disciplined development of youth in the City of Chicago and do hereby encourage others to also participate in the positive development of the young people in their communities; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Frederick Jordan.

Presented By

**ALDERMAN FLORES (1st Ward) And
ALDERMAN MATLAK (32nd Ward):**

**CELEBRATION OF TWELFTH ANNIVERSARY OF UKRAINIAN
INDEPENDENCE ON AUGUST 24, 2003.**

WHEREAS, On August 24, 1991, its Parliament declared the independence of Ukraine in accordance with the overwhelming desire of the Ukrainian people; and

WHEREAS, The declaration of independence made twelve years ago was a bold act of courage leading to the end of the repressive communist regime which had ruled by terror, genocide and gross violations of human rights and freedoms; and

WHEREAS, The people of a free and independent Ukraine have established a democratic system of government, instituted a free market economy and enacted policies that ensure the full respect of human rights; and

WHEREAS, Ukraine, in its twelfth year of independence has become an international example of ethnic and religious tolerance, voluntary denuclearization, international peacekeeping and economic reforms; and

WHEREAS, The Ukrainian community of the Chicago metropolitan area celebrates the twelfth anniversary of Ukraine's declaration of independence, August 24, 2003; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of September 2003, do hereby call public attention to the twelfth anniversary of Ukrainian independence, August 24, 2003. We use this occasion to reaffirm our commitment to assuring Ukraine a leading place in the world community, and we urge all citizens to join in the celebration in remembrance of those whose heroic efforts laid the foundations for freedom; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Ukrainian American Community of Chicago.

Presented By

ALDERMAN FLORES (1st Ward)
And OTHERS:

A proposed resolution, presented by Aldermen Flores, Cárdenas, Muñoz, Solis, Ocasio, Reboyras, Suarez and Colón, reading as follows:

**DECLARATION OF OCTOBER 15, 2003, AS "NATIONAL
LATINO AIDS AWARENESS DAY".**

WHEREAS, Latinos are disproportionately impacted by the HIV/AIDS epidemic in Chicago, Illinois and nationwide; and

WHEREAS, Latinos make up thirteen percent of the United States population, they represent one-fifth of the United States population living with AIDS and HIV remains a leading cause of death among Latinos in the United States; and

WHEREAS, Compared to the state overall, Latinos in Chicago are at an increased risk of HIV/AIDS and Mexicans and Puerto Ricans account for more than three quarters of Chicago's Latino HIV/AIDS cases; and

WHEREAS, The proportion of female Latino AIDS cases has nearly doubled from 1990 to 2000; and

WHEREAS, Latinos rank AIDS as the most urgent health problem facing the nation and more than half of Latinos say they are personally concerned about becoming infected with HIV; and

WHEREAS, Latinos are less likely than any other ethnic group to be medically insured or have access to medical care; and

WHEREAS, AIDS has challenged the Latino community to find new reserves of compassion; greater emphasis on culturally sensitive information is needed for prevention education to vanquish stigma and confront difficult issues such as drug use and sexuality; and

WHEREAS, The Latino community of Chicago is working locally and nationally in proactively combating the stigma and discrimination related to HIV/AIDS through preventative measures; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the Chicago City Council hereby proclaim October 15, 2003 as "National Latino AIDS Awareness Day".

Presented By

ALDERMAN TILLMAN (3rd Ward):

**CONGRATULATIONS EXTENDED TO MS. MARIE HOWARD
ON ONE HUNDREDTH BIRTHDAY.**

WHEREAS, Mrs. Marie Howard will celebrate her one hundredth birthday on September 7, 2003; and

WHEREAS, This august body has been informed of this momentous occasion by The Honorable Dorothy J. Tillman, Alderman of the 3rd Ward; and

WHEREAS, One century is a significant span of time particularly in the cycle of human life and it is humbling to realize the history Marie Howard has witnessed during her one hundred years on this earth; and

WHEREAS, Marie Howard was the first child of twelve children which blessed the family. Marie, her siblings and parents enjoyed their lives on one thousand four hundred eight acres of land in Cleveland, Mississippi and were the first African American family to own a Model "T" Ford; and

WHEREAS, Marie Howard is widowed with no children and has been a Chicago resident for eighty years. She was one of the first residents to reside in the Rosenwald Building and one of the last to move from her grateful community after the building was closed; and

WHEREAS, Marie Howard is a faithful member of Ebenezer Missionary Baptist Church where she participated joyously with her congregation. Marie Howard is a housewife and happily raised her sister, Eloise. As an Avon representative and a woman full of grace and charm, Marie brought a smile to all her customers; and

WHEREAS, Marie Howard remains today an inspiration to all who have reached their golden years and a treasured matriarch to her grateful and loving family; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this fourth day of September, 2003, do hereby offer our heartiest congratulations to Marie Howard as she prepares to celebrate her one hundredth birthday on September 7, 2003 at the Ebenezer Missionary Baptist Church, and extend our best wishes for continued good health and fulfillment as she enters the next century of her life; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Marie Howard.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

**CONGRATULATIONS EXTENDED TO MS. MARIE HOWARD
ON ONE HUNDREDTH BIRTHDAY.**

WHEREAS, Marie Howard will celebrate her one hundredth birthday on September 7, 2003; and

WHEREAS, The Chicago City Council has been informed of this great celebration by Alderman Toni Preckwinkle; and

WHEREAS, Marie was born in Cleveland, Mississippi, the first child of twelve; and

WHEREAS, At the age of twenty, Marie Howard moved to Chicago and was one of the first tenants in the Rosenwald Building; and

WHEREAS, Marie Howard moved to the 4th Ward after the closing of the Rosenwald Building; she married and later was employed by Galter and Avon; and

WHEREAS, Marie Howard is an active member of her community. She is a member of Ebenezer Missionary Baptist Church; and

WHEREAS, On September 7, 2003, a gathering will be held to celebrate Marie Howard's one hundredth birthday at Ebenezer Missionary Baptist Church; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of September, 2003 A.D., do hereby offer our gratitude and hearty congratulations to Marie Howard on the occasion of her one hundredth birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Marie Howard.

Presented By

ALDERMAN HAIRSTON (5th Ward):

TRIBUTE TO LATE MR. MINERAL S. BRAMLETTA.

WHEREAS, Mineral S. Bramletta, born May 10, 1933 in Shelby, Mississippi passed this life on August 11, 2003 in Chicago Illinois; and

WHEREAS, Mineral was a renowned calligrapher, political activist, dancer, member of the Council of Elders of the National Society of Artists; and

WHEREAS, Mineral was proud to attend DuSable High School, where he began his journey with literature, a journey that would last a lifetime; he was an avid reader and collector of books; and

WHEREAS, Mineral was an artist and used that art both professionally and personally. He was especially proud of the banner he created to celebrate the victory of Mayor Harold Washington and the uniforms he designed for the Nation of Islam; and

WHEREAS, Mineral passed along his love of art to his students at Kennedy-King College and the Chicago Public Schools; and

WHEREAS, Mineral's commitment to African American culture and his artisanship placed him in the company of artists such as Billie Holiday, Ossie Davis, Okoro Johnson, Bob Marley and Paul Roberson; and

WHEREAS, Mineral S. Bramletta is survived by his significant other, Sister Noah; cousins, Eliza Wilder, Gustavia Ellis, Oreatha Cole, Carrie Woods, Ella Rowans and his special cousin Claude Powers and sons; the entire Fisher clan; and many, many more friends throughout the world; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby express our sorrow on the death of Mr. Mineral S. Bramletta and extend to his family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Mineral S. Bramletta.

Presented By

ALDERMAN LYLE (6th Ward):

TRIBUTE TO LATE MR. OTIS L. JONES.

WHEREAS, Otis L. Jones, beloved citizen and friend, entered God's kingdom on Friday, July 4, 2003; and

WHEREAS, This august body has been informed of Mr. Jones's transition by the esteemed Alderman of the 6th Ward, Freddrenna M. Lyle; and

WHEREAS, A native of Chicago, Otis L. Jones was born on January 17, 1964 to the union of Otis and Juanita Jones; and

WHEREAS, Otis L. Jones received his education from Deenen Grammar School, Harlem High School and also attended Alabama State College in Montgomery, Alabama; and

WHEREAS, Otis L. Jones was baptized as one of Jehovah's Witnesses in January, 1990. He was active in disciple-making work and continued preaching the good news of God's kingdom faithfully until his death; and

WHEREAS, Otis L. Jones reached out and touched many in countless ways and will be sorely missed by his family and many friends. He leaves to celebrate his life, cherish his memory and mourn his passing, his father, Otis Jones; mother, Juanita Jones; stepmother, Lucille Jones; four brothers, Tajudeena Jones, Jimoh Jones, Sikiro Jones and Towachi Jones; auntie, Joyce Brown, whom he loved dearly; a host of other relatives and friends; and an entire association of brothers and sisters of the Jehovah's Organization; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of September, 2003, do hereby offer our sincere condolences to the family of Otis L. Jones; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Otis L. Jones.

TRIBUTE TO LATE MR. LANCE ASWAN MCPHERSON.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Lance Aswan McPherson, beloved citizen and friend, July 3, 2003, at the age of twenty-two years; and

WHEREAS, Born in Chicago October 3, 1979, Lance Aswan McPherson was a bright and accomplished student. He attended Holy Angels and John Pershing Elementary Schools and Cathedral and Morgan Park High Schools. At the time of his death, he was a senior at Florida A&M University in Tallahassee and a member of the Phi Sigma Theta National Honor Society. His love of mathematics led him to focus on a career in actuary science, and currently he was awarded a summer internship in the Minority Students Program Agriculture Experiment Station at Iowa State University in Ames; and

WHEREAS, Lance Aswan McPherson leaves to cherish his memory his mother, Annie McPherson; his father, William (Bobbie) Ross, Jr.; his sister, Lynn (Darin) Marshall; grandmothers, Bernice Lewis and Rebecca Young; grandfather, William Ross, Sr.; 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 fourth day of September, 2003 A.D., do hereby express our sorrow on the passing of Lance Aswan McPherson 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 Lance Aswan McPherson.

*REVEREND DR. JOEL D. TAYLOR HONORED FOR
OUTSTANDING CITIZENSHIP AND LEADERSHIP.*

WHEREAS, This great City of Chicago is fortunate to have in its midst spiritual leaders of great strength and inspiration; and

WHEREAS, One such leader is The Reverend Dr. Joel D. Taylor, whose social activism ministries mean so much to the many hundreds of people under his influence; and

WHEREAS, A native of Chicago and a graduate of DePaul University, Joel D. Taylor received his Master of Divinity degree from Northern Baptist Theological Seminary and his Doctor of Ministry degree from United Theological Seminary in Dayton, Ohio. He and his lovely wife, the former Cynthia Vernice White, are both offspring of pastors, and both find and create great inspiration in the family structure. They have two beautiful children, Jasper Paul and Jessica Dominique; and

WHEREAS, Reverend Dr. Joel D. Taylor is currently moderator of the Christian Fellowship Baptist District Association, executive vice president of the Illinois National Baptist State Convention, treasurer of the Moderator's Council and member of the Evangelical Board of the National Baptist Convention of American, Inc.; and

WHEREAS, Reverend Dr. Taylor is leading a group of ministers in the city's great Englewood community under the auspices of the small business administration and the federal government, with an objective toward economic development, including the promotion of low-income housing, senior housing and small business growth; and

WHEREAS, The leaders of this great city are cognizant of the great debt owed our spiritual leaders; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of September, 2003, due hereby pay tribute to Reverend Dr. Joel D. Taylor for his outstanding spiritual leadership and his citizenship and we extend to this fine Chicagoan our very best wishes for continuing success and inspiration; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend Dr. Joel D. Taylor.

*BEST WISHES EXTENDED TO BRADFORD-HERRON FAMILY
ON TWENTY-SEVENTH ANNUAL FAMILY REUNION AND
DECLARATION OF AUGUST 1, 2 AND 3, 2003
AS "BRADFORD-HERRON FAMILY REUNION
DAYS IN CHICAGO".*

WHEREAS, Members of the Bradford-Herron family are assembling in Chicago

from all over the United States to celebrate their twenty-seventh annual family reunion, August 1, 2 and 3, 2003; and

WHEREAS, Standard bearer of the family is Emma Jean Herron, born in Memphis but a Chicagoan since 1948. She inspires each and every member of her family, as an educator, world-traveler and raconteuse; and

WHEREAS, The strength of our society is represented in the family, which engenders a spirit of togetherness and belonging even when its members are scattered far and wide; and

WHEREAS, Family unions are thus strengthening events in which family members join together for mutual sustenance and inspiration; and

WHEREAS, The leaders of this great city are proud of Chicago's many families and of the family structure which supports and enlivens us all; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of September, 2003, do hereby welcome and pay tribute to the members of the twenty-seventh annual Bradford-Herron family reunion which takes place in our great city. In that regard, we declare that August 1, 2 and 3, 2003 be known as "Bradford-Herron Family Reunion Days in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Bradford-Herron family.

Presented By

ALDERMAN BEALE (9th Ward):

TRIBUTE TO LATE MS. TERRI MARIE THOMAS.

WHEREAS, God in His infinite wisdom and judgment has called his faithful servant, Terri Marie Thomas to her eternal reward, July 30, 2003; and

WHEREAS, This august body has been notified of her transition by The Honorable Anthony Beale, Alderman of the 9th Ward; and

WHEREAS, A native Chicagoan, Terri Marie was born November 20, 1959 to her loving and caring parents, Willie and Mary Thomas. She was a student at Williams and Kohn Elementary School, Harlan High School and Cortez Peters Business College. Terri applied her educational skills in various job positions which she held while being employed with the City of Chicago, Christ and Trinity Advocate Hospitals and Sprint Communications; and

WHEREAS, Terri Marie Thomas was baptized at Love Memorial Missionary Baptist Church and later became a member of Saint John Missionary Baptist Church where she served on the mission board. She was a faithful member and enjoyed participating with her congregation; and

WHEREAS, Terri Marie Thomas was a vital and active member of her community and family. Her father, Willie having predeceased her, Terri Marie leaves to celebrate her life and cherish her memory her loving son, Chuancey; mother, Mary; brothers, Otha (Jewel) and Michael (Camille); sisters, Barbara Owens and Shari (Lee) Henry; 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 here this fourth day of September, 2003, do hereby extend our sincere condolences to the family and friends of Terri Marie Thomas and offer our best wishes that their sorrow will soon be replaced with the warmth of her treasured memory; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Terri Marie Thomas.

*DR. MARGARET LA VERN WHITE HONORED FOR
EDUCATIONAL AND SPIRITUAL LEADERSHIP.*

WHEREAS, On Wednesday, August 23, 2003, her friends and followers are gathering in tribute to Dr. Margaret LaVern White as a towering religious leader and as a recently retired teacher after more than thirty years of dedicated service to the Chicago Public Schools; and

WHEREAS, Dr. Margaret L. White, an outstanding religious scholar, holds a Bachelor of Science degree in Education and Administration from Alcorn State University, and a Master of Science degree in Specialized Education from Governor State University. On May 31, 2003, she received her Ph.D. in Christian Education and in Theology from Midwest Christian College and Seminary of Munster, Indiana; and

WHEREAS, Dr. Margaret L. White is the author of *The Cycle of Insufficiency Has Been Destroyed* and *Revelation: The Seven Churches*, and her voice has brought inspiration and comfort to untold thousands of radio and TV listeners; and

WHEREAS, Dr. Margaret L. White and her devoted husband, Pastor Shelby White, are co-founders of the popular God-Promised Outreach Ministries, the Promise Community Center and the Promise Christian Academy. As such, their scope of inspiration extends to many people in their grateful community, and their children are faithful participants in their outstanding work. Daughters, LaVitrie, teacher; LaTrezal, secretary; Tonya, dance teacher; and son, LaDarryl, Youth Pastor Super of the God-Promised Outreach Ministries, have been totally committed to the successful work of their parents; and

WHEREAS, Dr. Margaret L. White and her husband, Pastor Shelby White, are recipients of numerous honorary and community awards for their outstanding spiritual leadership. The present salute to Dr. White is among many accorded this superior matriarch, teacher and spiritual leader for her lifetime commitment and inspiration; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of September, 2003, do hereby join in the general tribute to Dr. Margaret L. White for her excellence as a teacher and spiritual leader and extend to this exemplary citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Margaret LaVern White.

Presented By

ALDERMAN POPE (10th Ward):

**CONGRATULATIONS EXTENDED TO MR. WILFRED SCHMALTZ
ON EIGHTIETH BIRTHDAY.**

WHEREAS, On September 14, 2003 Wilfred Schmaltz, an outstanding citizen of the City of Chicago, will celebrate his eightieth birthday; and

WHEREAS, The Chicago City Council has been informed of this joyous occasion by Alderman Pope of the 10th Ward; and

WHEREAS, Wilfred Schmaltz's eightieth birthday is honored by his loving wife of fifty-five years, Josephine; their daughter and son-in-law, Laura and Tom Ratkovic; and grandsons, Marc Ratkovic, Paul Ratkovic and Peter Ratkovic, who will join with the rest of Wilfred's family and friends on September 13, 2003 in a surprise celebration; and

WHEREAS, Wilfred Schmaltz greatly deserves the love and affection of his family and friends who enjoy his boundless good humor, rich sense of history and infinite devotion to the Chicago Cubs; and

WHEREAS, Wilfred Schmaltz, a lifelong resident of Chicago's southeast side, served his country as a member of the Civilian Conservation Corps and the Merchant Marines and is a retiree of the International Union of Operating Engineers Local 150; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of September, 2003, do hereby congratulate Wilfred Schmaltz on this joyous occasion and extend our best wishes for continuing fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Wilfred Schmaltz.

*CONGRATULATIONS AND BEST WISHES EXTENDED TO SAINT GEORGE
ROMAN CATHOLIC CHURCH ON ONE HUNDREDTH ANNIVERSARY.*

WHEREAS, The first Slovenian immigrants came to South Chicago at the close of the 19th century. As their numbers increased, it became apparent that there was a need to establish a parish in that neighborhood for these staunchly Roman Catholic people; and

WHEREAS, By 1903, there was an influx of equally devout Croatian Catholics who joined with their Slovenian neighbors to erect Saint George Roman Catholic Church, a large gothic brick edifice on three lots on South Ewing Avenue at East 96th Street under the direction of their first pastor, Father John Kranjec, a Slovenian priest from Pittsburgh; and

WHEREAS, In 1922, the Slovenian Franciscan Fathers, who were establishing Saint Mary's Seminary in Lemont, were awarded guardianship of Saint George's after a decade of difficulties that started when the Croatian community left to start their own church. However, when Saint George celebrated its twenty-fifth anniversary in 1928, the Franciscans appointed a new pastor, Father Leo Novitskle. Under his energetic guidance, Saint George again flourished with an expanded hall, the installation of stained glass and massive statuary Stations of the Cross that still grace the church today. He organized the Saint George Christian Mothers Society and developed a parish-wide youth movement that resulted in the Saint Florian KSKJ Booster Club that sponsored many social and athletic events; and

WHEREAS, By Saint George Church's thirty-fifth anniversary in 1938, Father Bernard Ambrozic was pastor. It was during his pastorate that the Saint George Parochial School was established and staffed with two Franciscan nuns to teach catechism and render some spiritual guidance. However, World War II intervened and it wasn't until the autumn of 1949 that ground was broken for a school building. The building was finally dedicated by His Eminence Samuel Cardinal Stritch in 1951; and

WHEREAS, After Saint George Church's seventy-fifth jubilee anniversary shifting demographics brought change. By 1999, lay people were leading services on Thursday and Saturday. However, in August of 2000, His Eminence Francis Cardinal George appointed Reverend Arturo Perez Rodriguez administrator of Saint George. In February of 2001, a parishioner's steering committee was formed that spearheaded a three year pledge drive in partnership with the Archdiocese of Chicago titled "Sharing Christ's Gifts" with most of the funds generated staying in the parish. Under Father Arturo's leadership, a church restoration committee was created to spend the money to restore the interior and exterior of the edifice in honor of the parish's centennial year. A new altar was designed, built and dedicated by Vicarate Bishop Joseph Perry at a bilingual mass in June, 2003; and

WHEREAS, On Sunday, September 28, 2003, Cardinal George will celebrate a bilingual mass followed by a centennial banquet marking one hundred years of Catholic faith that Saint George's parishioners, both past and present, have fostered; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of September, 2003 A.D., salute Saint George Roman Catholic Church during its centennial celebration, and do hereby extend our congratulations and best wishes to the past and present parishioners of Saint George Church; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the parishioners of Saint George Church.

Presented By

ALDERMAN BALCER (11th Ward):

***CONGRATULATIONS AND BEST WISHES EXTENDED TO
MRS. THERESA CANINO ON RETIREMENT
FROM PHILIP D. ARMOUR SCHOOL.***

WHEREAS, The City Council of the City of Chicago has been notified of the recent retirement of Theresa Canino from Philip D. Armour School on the twenty-fifth of June; and

WHEREAS, Theresa Canino is a ten-year veteran employee of the Armour School's cafeteria, where she served early breakfast and lunch to all students; and

WHEREAS, Theresa Canino also worked at the Forum Restaurant, formerly at State and Madison in Chicago, and Gina's Restaurant on West 31st Street in Chicago; and

WHEREAS, Theresa Canino is the mother of four children, Jacqueline, Rita, Giacomo and Gaetano; and

WHEREAS, Theresa Canino is the loving grandmother of five grandchildren: Matthew, age ten; Patrick, age eight; Samantha, age ten; Stefanie, age eight; and Liam, age one and one-half; and

WHEREAS, Theresa Canino is quoted as saying "For the past ten years that I have come in to work in the morning to serve the children, I see that many have not eaten since I last served them lunch the day before. That really hurts me to see that. I love to work at Armour. The children are nice"; and

WHEREAS, Theresa Canino has spent ten years selflessly serving the children of Bridgeport in the Chicago Public Schools; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered here this fourth day of September in 2003, do hereby extend our heartiest congratulations to Theresa Canino upon her retirement from the Chicago Public School System, and Philip D. Armour School, and offer her our very best wishes for success in all her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Theresa Canino and her family.

*CONGRATULATIONS AND BEST WISHES EXTENDED TO
MS. PAMELA LYNN SPOTO ON RETIREMENT
FROM PHILIP D. ARMOUR SCHOOL.*

WHEREAS, The City Council of the City of Chicago has been notified of the recent retirement of Pamela Lynn Spoto, from Philip D. Armour School, on the twenty-fifth of June; and

WHEREAS, Pamela Spoto is the third of four children born to Frank and Elaine Spoto, and clearly their favorite; and

WHEREAS, Pamela Spoto graduated from Holden Grammar School, Thomas Kelly High School, where she completed the four year course in three years, and was a member of the Future Teachers of America; and

WHEREAS, Pamela Spoto was awarded an Illinois State Scholarship and attended DePaul University on a full four-year scholarship; and

WHEREAS, Pamela Spoto taught all thirty-five years in Room 101 at Philip D. Armour School; and

WHEREAS, Pamela Spoto was awarded an Honorary Lifetime Membership in the Illinois P.T.A.; and

WHEREAS, Pamela Spoto was recognized by the District 11 Education Council for service; and

WHEREAS, Pamela Spoto received the Kate Maremont Award in 1988 as one of the Top Ten Teachers in Chicago; and

WHEREAS, Pamela Spoto's honors cannot compare to the recognition she has received daily from the little people who have joined her in Room 101; and

WHEREAS, Although Pamela Spoto can look forward to new beginnings, she will always cherish her memories as "Miss Spoto of Armour School"; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered here this fourth day of September in 2003, do hereby extend our heartiest congratulations to Pamela Spoto upon her retirement from the Chicago Public Schools System, and Philip D. Armour School, and offer her our very best wishes for success in all her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Pamela Lynn Spoto and her family.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MR. HENRY J. "HANK" BALOG, SR.

WHEREAS, God in His infinite wisdom has called Henry J. "Hank" Balog, Sr. 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 Donna E.; loving father of Henry, Jr. (Susan), Susan, Christopher, David (Patricia) and Jeanine Balog; special grandfather of fourteen; great-grandfather of three; dear brother of Claire (the late Joseph) Krieger; and uncle of many, Henry J. "Hank" Balog, Sr. leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of September, 2003, hereby express our sorrow on the death of Henry J. "Hank" Balog, Sr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Henry J. "Hank" Balog, Sr.

TRIBUTE TO LATE MRS. ALICE "ALEXANDRIA" BARTKUS.

WHEREAS, God in His infinite wisdom has called Alice "Alexandria" Bartkus 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 Joseph Bartkus; loving mother of Francine (Richard) Hermann and the late Joanne (Robert) Beebe; adoring grandmother of Joseph (Shawna) Hermann and Deborah Hermann; cherished great-grandmother of Jacob, Alexandria and Nathaniel; dear sister of Mary Degris, Eleanor (the late Bernice) Chapp, Julia (the late William) Swaban and the late Julius Monikitas; and kind aunt of many nieces and nephews, Alice "Alexandria" Bartkus 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 fourth day of September, 2003, do hereby express our sorrow on the death of Alice "Alexandria" Bartkus 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 Alice "Alexandria" Bartkus.

TRIBUTE TO LATE MS. SANDRA S. BRYK.

WHEREAS, God in His infinite wisdom has called Sandra S. Bryk to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The loving mother of Daniel, Allison, Samuel, Charles and Robert; beloved partner of Harry Keating; dearest sister of Joyce (Butch) Pietras, Cheryl (Gino) Grassano and the late Robert; and fond aunt of many nieces and nephews, Sandra S. Bryk 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 fourth day of September, 2003, do hereby express our sorrow on the death of Sandra S. Bryk 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 Sandra S. Bryk.

TRIBUTE TO LATE MRS. MARY BUBAN.

WHEREAS, God in His infinite wisdom has called Mary Buban 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 John; loving mother of Rosemary (the late Edward) Komperda, Caroline Buban, Louis (Judy) Buban, the late Margaret A. Ezerski and the late John (Mary Ann) Buban; cherished grandmother of sixteen; great-grandmother of two; and fond aunt of many nieces and nephews, Mary Buban 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 fourth day of September, 2003, do hereby express our sorrow on the death of Mary Buban and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Buban.

TRIBUTE TO LATE MR. SAMUEL F. CASCIO.

WHEREAS, God in His infinite wisdom has called Samuel F. Cascio 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 Elsie; loving father of Lynn (the late Ronald) Kalebich and Jan (Raymond) Lezon; cherished grandpa of Gina (Michael) Lavelle, Christine (Steven) Kwasiborski, Lea (Michael) O'Neill, Raymond (Jennifer) Lezon, Laura and Lisa Lezon; proud great-grandfather of Julia LaVelle and Gianna O'Neill; dear brother of Rose (the late Al) Witt, Carol (the late Tony) Klimas, Lee McDermott, Frank (Loretta) and the late Nick (Doris), Martin (Betty) Cascio, Josephine (Donald) McNamara and Lorraine (the late Walter) Mucek; and dear uncle and friend to many, Samuel F. Cascio 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 fourth day of September, 2003, hereby express our sorrow on the death of Samuel F. Cascio 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 Samuel F. Cascio.

TRIBUTE TO LATE MR. FRANK V. FIGLEWICZ

WHEREAS, God in His infinite wisdom has called Frank V. Figlewicz 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 Veronica; loving father of Bernadette M. Bachelder, Thomas (Penny), Helen Chavez, John D. (Christine), Stephen (Beth), Kenneth (Loreen) and Martin Figlewicz; devoted grandfather of thirteen; great-grandfather of two; beloved son of the late Frank Sr. and Theresa; and fond brother of Antoinette (the late Frank) Bohanek, the late Stanley (Catherine), the late Mary (the late Joe) Mayden and Joseph (Jean) Figlewicz, Frank V. Figlewicz 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 fourth day of September, 2003, hereby express our sorrow on the death of Frank V. Figlewicz and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank V. Figlewicz.

TRIBUTE TO LATE MR. JOHN J. "CURLY" KALAFUT, JR.

WHEREAS, God in His infinite wisdom has called John J. "Curly" Kalafut, Jr. to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The loving husband and jitterbugger to Margaret "Peggy"; beloved leader of the pack to Pamela, John III, Debra, Keith, Brian and Kelli (Angel); dearest grandpa to Becky, Teddy, Scott, Sara, John IV, Angel, Breann, Brian III and the late Brian, Jr.; great-grandpa to Junior first born son of the late John, Sr. and Tillie; son-in-law to the late Eddie and Josie Speck; loving brother to Pat (Gil) Nunez, Ron (Eileen), Jim (the late Dorothy), Joann (Rich) Wanda, Rose (Jim) Campbell, Bobby (Candy) and Rita (Tom) Daniel; loving brother-in-law to Buddy (Pat) Speck, Karen (the late Don) Sokolowski, Barb (the late Bob) Burke, Josie (Joe) Pulido and Bobby Speck; uncle, great-uncle, great-great uncle to many nieces and nephews; a loving cousin, godfather, caring father-in-law, adopted dad and grandpa and friend to many, John J. "Curly" Kalafut, Jr. 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 fourth day of September, 2003, do hereby express our sorrow on the death of John J. "Curly" Kalafut, Jr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John J. "Curly" Kalafut, Jr.

TRIBUTE TO LATE MRS. STELLA F. KUZIEL.

WHEREAS, God in His infinite wisdom has called Stella F. Kuziel to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The loving wife of Robert F. and the late Walter J. Lyczak; loving mother of Paul (Terry Atherton) Lyczak, Michael (Caroline) Lyczak; and Gary (Michele) Lyczak; cherished grandma of Nicole and Tracey, Benjamin, Craig, Brian and Hailey; several late brothers and sisters; and aunt of many nieces and nephews, Stella F. Kuziel 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 fourth day of September, 2003, do hereby express our sorrow on the death of Stella F. Kuziel 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 Stella F. Kuziel.

TRIBUTE TO LATE MR. RICHARD J. MANNING.

WHEREAS, God in His infinite wisdom has called Richard J. Manning 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 Olga A.; loving father of Sandra A. (Art) Korsak, Kenneth J. (Cheryl), John E. and Susan M. (Daryl) Bobko; dearest grandfather of seven; and great-grandfather of two, Richard J. Manning 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 fourth day of September, 2003, do hereby express our sorrow on the death of Richard J. Manning and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Richard J. Manning.

TRIBUTE TO LATE MR. RICHARD R. MECH.

WHEREAS, God in His infinite wisdom has called Richard R. Mech 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 fifty-one years to Emily; loving father of Rick, Joyce (Michael) Athey, Eileen (Jim) Cresto and Kenneth (Jennifer); and cherished grandpa of Jamie, Jeff, Michael, Becky, Jimmy, Nicolette and Angela, Richard R. Mech 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 fourth day of September, 2003, do hereby express our sorrow on the death of Richard R. Mech and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Richard R. Mech.

TRIBUTE TO LATE MRS. JANET LEE MEYER.

WHEREAS, God in His infinite wisdom has called Janet Lee Meyer 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 William E., Sr., retired Chicago Fire Department, Engine 77; loving mother of William E., Jr. (Sandra) and Kimberly A. Meyer (fiancé, Brian Tatu); cherished grandmother of Mario, Megan, Matthew and Connor; fond sister of the late Leon (Susan) Eich, the late Bob (Sandra) Eich, Thomas (Gloria) Eich, Joanne (Ronald) Edwards, the late Geraldine (Donald) Jokisch and Patricia (Patrick) McCormick; and dear aunt to many nieces and nephews, Janet Lee Meyer 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 fourth day of September, 2003, do hereby express our sorrow on the death of Janet Lee Meyer 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 Janet Lee Meyer.

TRIBUTE TO LATE MR. CHARLES "CHINKY" PADGURSKIS.

WHEREAS, God in His infinite wisdom has called Charles "Chinky" Padgurskis 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 Bernice; dear father of Charles D. (Dalia), David (Gale), Mark (Linda) and Lisa (Bill) Jankiewicz; loving grandfather of eleven; and dear brother of Bernice (the late Edward) Samuilis, Charles "Chinky" Padgurskis 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 fourth day of September, 2003, do hereby express our sorrow on the death of Charles "Chinky" Padgurskis 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 Charles "Chinky" Padgurskis.

TRIBUTE TO LATE MR. EUGENE A. PALUCH.

WHEREAS, God in His infinite wisdom has called Eugene A. Paluch 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 Irene; loving father of Leslie (Allen) Janstro and Sharon (James) Holden; cherished grandfather of Jessica, Jamie, Rachel and Alex; dear brother of the late Leonard (Lillian) Paluch; and fond brother-in-law, uncle, cousin and friend of many, Eugene A. Paluch 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 fourth day of September, 2003, do hereby express our sorrow on the death of Eugene A. Paluch 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 Eugene A. Paluch.

TRIBUTE TO LATE MR. LESTER A. RISTENPART.

WHEREAS, God in His infinite wisdom has called Lester A. Ristenpart 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 Ava; loving father of Stephen (Stacy) Ristenpart and Kathy McGury; and adoring grandpa of Matthew, Lauren, Vincent and Kristine, Lester A. Ristenpart 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 fourth day of September, 2003, do hereby express our sorrow on the death of Lester A. Ristenpart 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 Lester A. Ristenpart.

TRIBUTE TO LATE MR. MICHAEL E. SULLA, SR.

WHEREAS, God in His infinite wisdom has called Michael E. Sulla, Sr. 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 Carmella; loving father of Marlene (Robert) Gilbert, Michael E. Sulla, Jr. and Salvatore "Sam" F. Sulla; proud grandfather of Reverend Robert Gilbert, Laura Gilbert and Michael Gilbert; devoted brother of Salvatore D. Sulla and Tony (Joann) Sulla; and kind uncle of many nieces and nephews, Michael E. Sulla, Sr. leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of September, 2003, do hereby express our sorrow on the death of Michael E. Sulla, Sr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Michael E. Sulla, Sr.

TRIBUTE TO LATE MRS. HELEN T. SZCZEPANIAK.

WHEREAS, God in His infinite wisdom has called Helen T. Szczepaniak to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of the late Alois; loving mother of Bernard (Dorothy, C.P.D.) Sepanik, Brother Anthony Sepanik, N.S., Christine Sepanik, Kathleen (Randall) Panka and Mary Ann (Roger Senior) Fay; dearest grandmother of Roger Fay Junior, Lisa Sepanik and Jason Panka; and preceded in death by her parents, one sister and two brothers, Helen T. Szczepaniak 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 fourth day of September, 2003, do hereby express our sorrow on the death of Helen T. Szczepaniak 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 T. Szczepaniak.

CONGRATULATIONS EXTENDED TO SISTER MARY BETH BROMER ON
TWENTY-FIVE YEARS OF SERVICE TO FELICIAN COMMUNITY
AND MOTHER OF GOOD COUNSEL PROVINCE.

WHEREAS, Sister Mary Beth Bromer will be celebrating twenty-five years of service to the Felician community of the "Mother of Good Counsel Province"; and

WHEREAS, The Chicago City Council has been informed of this special occasion by Alderman Frank J. Olivo; and

WHEREAS, Sister Mary Beth Bromer has exemplified hard work and dedication to the congregation of Saint Felix; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this fourth day of September, 2003, do hereby congratulate Sister Mary Beth Bromer on this special occasion; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sister Mary Beth Bromer.

CONGRATULATIONS EXTENDED TO CLEAR-RIDGE TEN YEAR OLD
BOYS ALL-STAR BASEBALL TEAM ON WINNING
DISTRICT, SECTIONAL AND STATE LITTLE
LEAGUE CHAMPIONSHIPS.

WHEREAS, Clear-Ridge ten year old boys all-star baseball team won the state district, sectional and state little league titles; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, Manager Tom Markham, and coaches Mike Barajas, Lorenzo Chavez and Bruce Villanova enabled these boys to succeed in tournament play; and

WHEREAS, The players, Mike Barajas, Arman Castillo, Lorenzo Chavez, Vinnie Dalcerro, Bobby Jones, Tommy Markham, Lucas Pieczynski, Danny Ryan, Mike Skrobot, Jimmy Topps, Bryan Villanova and Alex Wilcosz, all excelled in the field and at the plate; and

WHEREAS, After a season of dedication and hard work, the Clear-Ridge ten year old boys all-stars were undefeated throughout the entire tournament with timely hitting, pitching and fielding when it was most needed; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of September, 2003, do hereby congratulate the Clear-Ridge ten year old boys all-star baseball team on their accomplishments in the field and their dedication to excellence; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the members of the Clear-Ridge ten year old boys all-star baseball team.

*MR. ROBERT MILES HONORED FOR OUTSTANDING BRAVERY
IN APPREHENSION OF ROBBERY SUSPECT.*

WHEREAS, Robert Miles was recently a true hero in every sense of the word; and

WHEREAS, The Chicago City Council has been informed of this outstanding act of heroism by Alderman Frank J. Olivo; and

WHEREAS, Robert Miles, upon pulling into a store parking lot, observed an apparent theft of a woman's purse. Without hesitation or concern for his own safety, Mr. Miles pursued, cornered and held the perpetrator of the theft until police arrived; and

WHEREAS, It was later learned that Robert Miles had recently undergone surgery to remove a cancerous tumor, and was also receiving chemotherapy and radiation treatment. How Robert had the strength to do what he did, and all for a total

stranger, really speaks volumes for the character of this wonderful human being; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of September, 2003, do hereby honor Robert Miles on his act of bravery and salute his courage and celebrate his most unselfish act of heroism; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert Miles.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. MORTON JOHN BARNARD.

WHEREAS, Morton John Barnard has been called to eternal life by the wisdom of God at the age of ninety-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of the Village of Winnetka, Morton John Barnard was a widely admired member of the legal community and the loving husband for sixty-six years of Eleanor, nee Spivak; and

WHEREAS, Born in Chicago, Morton John Barnard was the son of the late Julius and Martha, and received his undergraduate and law degrees from the University of Chicago; and

WHEREAS, Morton John Barnard went into practice with his brother, George, a partnership that lasted almost fifty years, and specialized in estate planning, probate and trust law; and

WHEREAS, A prominent and influential member of the legal community, Morton John Barnard co-drafted the Illinois Probate Act; and

WHEREAS, Following the passing of his brother, Morton John Barnard joined the Chicago law firm of Foss, Schuman, Drake & Barnard as a partner; and

WHEREAS, Morton John Barnard was a former president of the Illinois State Bar Association and a founding member of the Am Shalom synagogue in Glencoe; and

WHEREAS, Morton John Barnard 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 wife, Eleanor; his son, James W.; his two grandchildren; and his two great-grandchildren, Morton John Barnard 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 fourth day of September, 2003, do hereby commemorate Morton John Barnard 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 Morton John Barnard.

TRIBUTE TO LATE DR. CHARLES A. BECK, SR.

WHEREAS, Dr. Charles A. Beck, Sr. has been called to eternal life by the wisdom of God at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of the City of Chicago, Dr. Charles A. Beck, Sr. was a widely respected member of the medical community and the devoted husband of Ruth; and

WHEREAS, Dr. Charles A. Beck, Sr. operated a medical practice for many years on the south side after studying at the University of Chicago and earning his medical degree from St. Louis University; and

WHEREAS, Dr. Charles A. Beck, Sr. began his medical practice in the Hyde Park community and was among a group of investors who purchased Jackson Park Hospital in 1959; and

WHEREAS, For a period during the 1960s, Dr. Charles A. Beck, Sr. served as president of Jackson Park Hospital and throughout much of his esteemed career he taught diagnostic medicine at several Chicago area hospitals and medical schools; and

WHEREAS, Dr. Charles A. Beck, Sr. and his wife, Ruth, maintained homes in Chicago and New Buffalo, Michigan, where he enjoyed growing plants and flowers; and

WHEREAS, Dr. Charles A. Beck, Sr. was an avid boater who was captivated by the beauty of Lake Michigan and its dramatic sunsets; and

WHEREAS, An individual of great kindness and compassion for others, Dr. Charles A. Beck, Sr. will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted wife, Ruth; his son, Dr. Charles, Jr.; his daughter, Helen Brown; his two sisters, Josephine Fitch and Fern Daskal; and his four adoring grandchildren, Dr. Charles A. Beck, Sr. 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 fourth day of September, 2003, do hereby commemorate Dr. Charles A. Beck, Sr. 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 Dr. Charles A. Beck, Sr.

TRIBUTE TO LATE MR. PATRICK JOSEPH BEGG.

WHEREAS, Patrick Joseph Begg has been called to eternal life by the wisdom of God at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Clarendon Hills, Patrick Joseph Begg was the loving husband for forty-five years of Roseann, nee Tully; and

WHEREAS, Patrick Joseph Begg was the beloved father of Mary Donahue, Patricia Ivansek, Catherine Siracusa, Sheila Troy and the late Michael to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The highly respected and much-adored patriarch of his family, Patrick Joseph Begg was the grandfather of ten; and

WHEREAS, Patrick Joseph Begg was a valued member of the Saint John Council of the Knights of Columbus; and

WHEREAS, Patrick Joseph Begg was an individual of great integrity, personal optimism and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted family, Patrick Joseph Begg 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 fourth day of September, 2003, do hereby commemorate Patrick Joseph Begg 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 Patrick Joseph Begg.

TRIBUTE TO LATE MR. EDMUND J. BOLDYGA.

WHEREAS, Edmund J. Boldyga 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, A distinguished and widely respected member of his community, Edmund J. Boldyga was the loving husband of Mildred, nee Ginna; and

WHEREAS, Edmund J. Boldyga was the devoted father of Patty Kurtys to whom he imparted many of the fine and admirable qualities that he possessed in abundance; and

WHEREAS, Edmund J. Boldyga was the fond brother of Ervin, Dolores Peczkowski and the late Anthony; and

WHEREAS, Edmund J. Boldyga was the much-beloved grandfather of two and the great-grandfather of one; and

WHEREAS, Edmund J. Boldyga 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 devoted family, Edmund J. Boldyga 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 fourth day of September, 2003, do hereby commemorate Edmund J. Boldyga 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 Edmund J. Boldyga.

TRIBUTE TO LATE MR. JOHN BRINKWORTH.

WHEREAS, John Brinkworth has been called to eternal life by the wisdom of God at the age of fifty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Village of Northbrook, John Brinkworth was the loving and devoted husband of Debra; and

WHEREAS, John Brinkworth was a longtime gymnastics coach and the chair of the Physical Education Department at Evanston Township High School; and

WHEREAS, Born in Evanston, John Brinkworth was raised in Franklin Park and graduated from East Leyden High School, where he first became involved in gymnastics; and

WHEREAS, John Brinkworth also competed at Illinois State University where he earned a Bachelor of Science degree and a master's degree in education; and

WHEREAS, John Brinkworth served with distinction for thirty-two years as an educator at Evanston Township High School and retired in June of 2003; and

WHEREAS, John Brinkworth was a former president of the National High School Gymnastics Coaches Association and was actively involved in local Boy Scouts programs; and

WHEREAS, An individual of great integrity, goodness and accomplishment, John Brinkworth will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Debra; his two sons, Brian and Neal; and his sister, Susan Simms-Szymaski, John Brinkworth 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 fourth day of September, 2003, do hereby commemorate John Brinkworth 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 Brinkworth.

TRIBUTE TO LATE MR. JOHN C. BURNS:

WHEREAS, John C. Burns 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, A Chicago born son of Irish immigrants, John C. Burns was a part-time actor who gained notoriety when he was used as a model for the face that graces Quaker Oats cereal packages; and

WHEREAS, John C. Burns also supplied the television narration for the Saint Patrick's Day Parade for several years and hosted radio programs including *Something About the Irish* and *Golden Moments in Music*; and

WHEREAS, John C. Burns also acted in front of audiences at the Drury Lane Theater in Evergreen Park alongside such high-profile stars as Forrest Tucker and Pat O'Brien; and

WHEREAS, John C. Burns also played the butler in the 1978 movie *Damien: Omen II* and enjoyed a long and varied career as an entertainer; and

WHEREAS, Every Christmas season, John C. Burns helped to spread the joy and cheer of the holidays by playing Santa Claus for his children and grandchildren; and

WHEREAS, A resident of Orland Park, John C. Burns was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and neighbors; and

WHEREAS, To his loving wife, Connie; his two sons, John and Kevin; his daughter, Colleen Burns Martin; and his six adoring grandchildren, John C. Burns 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 fourth day of September, 2003, do hereby commemorate John C. Burns 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 C. Burns.

TRIBUTE TO LATE MR. WOJCIECH "JAMES" CIOROMSKI.

WHEREAS, Wojciech "James" Cioromski has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Park Ridge, Wojciech "James" Cioromski was the loving and devoted husband of the late Grazyna; and

WHEREAS, Born and raised in Klonowiec, Poland, Wojciech "James" Cioromski fought the Nazi invasion of his homeland during World War II and later emigrated to the United States and settled in Chicago; and

WHEREAS, After working in the tool and dye trade, Wojciech "James" Cioromski embarked on a career in real estate; and

WHEREAS, Wojciech "James" Cioromski operated Troy Realty, Limited, and took enormous pride in helping newly-arrived Polish immigrants purchase a house and achieve the "American Dream"; and

WHEREAS, A highly respected member of the Polish community, Wojciech "James" Cioromski served for many years on the board of the Park National Bank and Trust in Chicago; and

WHEREAS, Wojciech "James" Cioromski was an individual of great integrity and entrepreneurial spirit who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his son, Hubert; his daughter, Christine Marsh; his two sisters, Maryla Rembowski and Danula Slaboszewics; and his five grandchildren, Wojciech "James" Cioromski 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 fourth day of September, 2003, do hereby commemorate Wojciech "James" Cioromski 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 Wojciech "James" Cioromski.

TRIBUTE TO LATE MR. ED DARBY.

WHEREAS, Ed Darby has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Ed Darby was a legendary member of Chicago's journalism community and the loving and devoted husband of Susan; and

WHEREAS, Ed Darby served as a business editor and columnist for the *Chicago Sun-Times* where he enjoyed a long and storied career; and

WHEREAS, During World War II, Ed Darby bravely served his country as a pilot in the United States Army after which he embarked on a career as a newspaper and magazine reporter; and

WHEREAS, Ed Darby served as a correspondent covering Presidents Harry Truman and Dwight Eisenhower for Time, Incorporated and later served as midwest bureau chief for *Fortune* magazine before joining the *Chicago Sun-Times*; and

WHEREAS, Ed Darby's consistent ability to cultivate sources in high places within the business community won him the respect and admiration of his many colleagues; and

WHEREAS, Ed Darby 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 wife, Susan; his two sons, Dade and G.K.; his daughter, Ann; his brother, James; and his three grandchildren, Ed Darby 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 fourth day of September, 2003, do hereby commemorate Ed Darby 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 Ed Darby.

TRIBUTE TO LATE MR. JOHN P. DE ROOS.

WHEREAS, John P. DeRoos 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, John P. DeRoos was a retired chief of the Evergreen Park Fire Department whose devotion to his community will long be remembered and admired; and

WHEREAS, Along with his wife, Grace, John P. DeRoos lived for more than six decades in the south suburb where they developed many lasting friendships; and

WHEREAS, John P. DeRoos joined the Evergreen Park Fire Department as a volunteer and rose to become assistant chief in 1945; and

WHEREAS, John P. DeRoos ably and honorably served as chief of the Evergreen Park Fire Department from 1967 until his retirement in 1981; and

WHEREAS, During his distinguished tenure, John P. DeRoos created a youth cadet program from which several individuals graduated and went on to head other fire departments in the Chicago suburbs and beyond; and

WHEREAS, Following his retirement, John P. DeRoos made stained glass for kitchen cabinets and window decorations; and

WHEREAS, John P. DeRoos 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, Grace; his two sons, Robert and Marvin; his two sisters, Winifred Tibstra and Johanna Rosendal; his five grandchildren; and his three great-grandchildren, John P. DeRoos 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 fourth day of September, 2003, do hereby commemorate John P. DeRoos 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 P. DeRoos.

TRIBUTE TO LATE MS. DOROTHY A. DVORAK.

WHEREAS, Dorothy A. Dvorak 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 longtime resident of the great City of Chicago, Dorothy A. Dvorak was the loving and devoted wife of the late George; and

WHEREAS, Dorothy A. Dvorak ably served for more than thirty years as a nurse at Saint Anthony and Holy Cross Hospitals in Chicago; and

WHEREAS, During World War II, Dorothy A. Dvorak also served as an Army nurse on the front lines in France; and

WHEREAS, Dorothy A. Dvorak was decorated with a Bronze Star and returned after the war to Chicago, where she worked as a governess and attended nursing school; and

WHEREAS, Dorothy A. Dvorak dedicated her life to the care of the sick, and by doing so, helped countless numbers of people in immeasurable ways through her skill as a medical practitioner; and

WHEREAS, A woman of great inner goodness, generosity and compassion, Dorothy A. Dvorak will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved daughter, Kathryn Peecher; her brother, Arnold Janish; and her sister, Helen Butler; Dorothy A. Dvorak 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 fourth day of September, 2003, do hereby commemorate Dorothy A. Dvorak 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 Dorothy A. Dvorak.

TRIBUTE TO LATE MR. JOSEPH FRUGOLI.

WHEREAS, Joseph Frugoli has been called to eternal life by the wisdom of God at the age of fifty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Joseph Frugoli ably and honorably served for thirty years as a member of the Chicago Police Department where he earned a reputation as a man of great professionalism and vibrant humor; and

WHEREAS, Raised on the west side of Chicago, Joseph Frugoli graduated from Gordon Tech High School and bravely served his country in the United States Army during the Vietnam War; and

WHEREAS, Following his return home from the military, Joseph Frugoli followed in the footsteps of his father, Harry, when he joined the police force; and

WHEREAS, Throughout his long and distinguished tenure, Joseph Frugoli fulfilled the highest and most noble traditions of public service; and

WHEREAS, Joseph Frugoli worked in the Bomb and Arson Unit and held positions in the tactical units in the Shakespeare District and at O'Hare International Airport; and

WHEREAS, Joseph Frugoli 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 and devoted wife, Nancy; his son, Donald; his daughter, Bridget Melton; his mother, Virginia; and his two sisters, Karyn Wolniak and Patricia Carpino, Joseph Frugoli 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 fourth day of September, 2003, do hereby commemorate Joseph Frugoli for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph Frugoli.

TRIBUTE TO LATE MR. MARTIN M. HOGAN, JR.

WHEREAS, Martin M. Hogan, Jr. 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, A resident of Libertyville, Martin M. Hogan, Jr. was a decorated military veteran and the loving husband of Dorothy, nee Park; and

WHEREAS, Martin M. Hogan, Jr. bravely served his country during World War II as a member of the 1st Division, 535th Bomb Squadron, 381st Bomb Group of the 8th United States Air Force; and

WHEREAS, Martin M. Hogan, Jr. was a recipient of the Air Medal and a man of tremendous valor and courage; and

WHEREAS, Martin M. Hogan, Jr. was the beloved father of Michele Fletcher, Michael and Denise to whom he imparts many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The highly respected patriarch of his family, Martin M. Hogan, Jr. was the grandfather of ten; and

WHEREAS, Martin M. Hogan, Jr. was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted family, Martin M. Hogan, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of September, 2003, do hereby commemorate Martin M. Hogan, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Martin M. Hogan, Jr.

TRIBUTE TO LATE MR. NOEL HARTFIELD.

WHEREAS, Noel Hartfield has been called to eternal life by the wisdom of God at the age of fifty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Noel Hartfield was a highly valued member of the Chicago Police Department whose work with inner city sports programs helped to keep at-risk children away from a life of crime; and

WHEREAS, Born in Chicago on Christmas Day of 1948, Noel Hartfield ably served as a police officer for more than twenty-six years and was assigned to the Public Housing Section; and

WHEREAS, Noel Hartfield was especially active in Chicago Housing Authority sports programs that instilled positive values and provided an alternative to gangs; and

WHEREAS, In 2000 Noel Hartfield was assigned to work with the Inner City Little League, organized by the late Chicago Police Commander Michael Tolliver; and

WHEREAS, Noel Hartfield was an individual of great personal warmth, generosity and accomplishment who will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his daughter, Kia; his two brothers, William and Kenneth; and his two sisters, Patricia Lambert and Beverly Harris, Noel Hartfield 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 fourth day of September, 2003, do hereby commemorate Noel Hartfield 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 Noel Hartfield.

TRIBUTE TO LATE MR. PARKE GREELEY HOWARD.

WHEREAS, Parke Greeley Howard has been called to eternal life by the wisdom of God at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime Chicagoan, Parke Greeley Howard was an activist for the blind and the founder of Blindskills Association, a Chicago distributor of household products made by the blind; and

WHEREAS, Parke Greeley Howard lost his sight as a young man but continued to overcome obstacles and seek a life of activity and personal independence; and

WHEREAS, Despite his blindness, Parke Greeley Howard crewed numerous times on the thirty mile Chicago to Mackinac Island Race and taught sailing skills to his three children; and

WHEREAS, Parke Greeley Howard worked for many years for the Chicago Lighthouse for the Blind, a non-profit group that provides programs and service for the blind; and

WHEREAS, Following his retirement in the mid-1980s, Parke Greeley Howard earned a real estate broker's license and embarked on a new career in real estate; and

WHEREAS, Parke Greeley Howard was an individual of great goodness, integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted family, Parke Greeley Howard 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 fourth day of September, 2003, do hereby commemorate Parke Greeley Howard 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 Parke Greeley Howard.

TRIBUTE TO LATE HONORABLE VANCE HARTKE.

WHEREAS, The Honorable Vance Hartke 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, The Honorable Vance Hartke was a four-term United States senator from the State of Indiana and a former mayor of Evansville; and

WHEREAS, The Honorable Vance Hartke's optimism and generous spirit were hallmarks of a remarkable political career that helped to revitalize Democratic politics in Indiana; and

WHEREAS, During his long and valued service on Capitol Hill, The Honorable Vance Hartke supported President Lyndon B. Johnson's "Great Society" programs and helped to advance Medicare benefits for the elderly and new programs for veterans; and

WHEREAS, The Honorable Vance Hartke was a visionary and influential politician who sat on the Senate's powerful Finance and Commerce committees; and

WHEREAS, Following his re-election defeat in 1976, The Honorable Vance Hartke set up a law practice in Falls Church, Virginia, and remained active within the ranks of the Democratic Party; and

WHEREAS, The Honorable Vance Hartke 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 of sixty years, Martha, and his devoted family, The Honorable Vance Hartke 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 fourth day of September, 2003, do hereby commemorate The Honorable Vance Hartke 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 Vance Hartke.

TRIBUTE TO LATE REVEREND PETER F. HAYES.

WHEREAS, The Reverend Peter F. Hayes 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, The Reverend Peter F. Hayes was a widely respected member of the religious community and the founding pastor and pastor emeritus of Our Lady Mother of the Church parish on the northwest side; and

WHEREAS, A native of Chicago, The Reverend Peter F. Hayes graduated from Quigley Preparatory Seminary and Saint Mary of the Lake Seminary in Mundelein; and

WHEREAS, The Reverend Peter F. Hayes was ordained to the priesthood in 1938 by Cardinal George Mundelein and served in a number of positions, including assistant pastor at Saint Priscilla and Saint Pascal parishes; and

WHEREAS, During World War II The Reverend Peter F. Hayes served as Navy chaplain aboard the U.S.S. Wisconsin; and

WHEREAS, Before being appointed by Cardinal John Cody to establish Our Lady Mother of the Church parish, The Reverend Peter F. Hayes served for seventeen years as chaplain at Saint Therese Hospital in Waukegan where he was also an instructor at its nursing school; and

WHEREAS, The Reverend Peter F. Hayes was known throughout his ministry as a strong leader who endeared himself to his parishioners through his ever-present optimism and uncompromising faith; and

WHEREAS, Following his retirement, The Reverend Peter F. Hayes filled in for other priests throughout the Roman Catholic Archdiocese of Chicago and served as a chaplain at O'Hare International Airport; and

WHEREAS, The Reverend Peter F. Hayes was an individual of great holiness and compassion for others who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his devoted brother, Walter; his two sisters, Jean Simon and Rose; and his nieces and nephews, The Reverend Peter F. Hayes 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 fourth day of September, 2003, do hereby commemorate The Reverend Peter F. Hayes for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Reverend Peter F. Hayes.

TRIBUTE TO LATE MR. BOB HOPE.

WHEREAS, Bob Hope 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, Born Bob Leslie Townes Hope in England in 1903, Bob Hope was the son of a stone mason and a singer, grew up in Cleveland, Ohio and worked his way up from Vaudeville to become the nation's most popular entertainer by the early 1940s; and

WHEREAS, Over his long and glorious entertainment career, Bob Hope has made numerous movies and television specials and used his star quality, humor and grace to entertain United States troops overseas; and

WHEREAS, Bob Hope's devotion to entertaining troops began during World War II and continued through the Korean War, the Vietnam War and Operation Desert Storm; and

WHEREAS, In honor of the centenary of Bob Hope's birth, President George W. Bush established the Bob Hope American Patriot Award, to recognize civilians who have "demonstrated extraordinary love of country and devotion to the personnel of the United States Armed Forces, in the form of true patriotism"; and

WHEREAS, Bob Hope, an icon of American humor, will be dearly missed by his many family members, friends and admirers; and

WHEREAS, To his loving and devoted family, Bob Hope 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 fourth day of September, 2003, do hereby commemorate Bob Hope 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 Bob Hope.

TRIBUTE TO LATE HONORABLE JOHN J. HOULIHAN.

WHEREAS, The Honorable John J. Houlihan has been called to eternal life by the wisdom of God at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable John J. Houlihan was a former state lawmaker and a decorated veteran of World War II; and

WHEREAS, Raised on Chicago's south side, The Honorable John J. Houlihan attended Leo High School and joined the United States Marines shortly after the Japanese attacked Pearl Harbor; and

WHEREAS, The Honorable John J. Houlihan lost his left leg when he was hit by enemy artillery fire during a battle on the island of Bougainville in the South Pacific; and

WHEREAS, The Honorable John J. Houlihan was a recipient of three Bronze Stars, a Marine Corps Medal and a Purple Heart; and

WHEREAS, After recuperating for a year and a half at a veteran's hospital, The Honorable John J. Houlihan met his future wife, Vernal, at a church dance and the couple raised a close and loving family of eight children; and

WHEREAS, The Honorable John J. Houlihan was elected to the Illinois House in 1965 where he served with distinction for eight years; and

WHEREAS, Following his illustrious career in the Illinois General Assembly, The Honorable John J. Houlihan continued to make many important contributions through his strong advocacy on behalf of veterans; and

WHEREAS, The Honorable John J. Houlihan ably served with the Illinois Department of Veterans Affairs, the Veterans Administration in Washington, D.C., the Illinois Department of Veterans Affairs and the Cook County Veterans Assistance Commission; and

WHEREAS, The Honorable John J. Houlihan was a public servant 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 and devoted wife, Vernal; his five sons, Mike, Bill, Terry, Denis and Brendan; and his two daughters, Maureen Betourney and Patricia, The Honorable John J. Houlihan 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 fourth day of September, 2003, do hereby commemorate The Honorable John J. Houlihan for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable John J. Houlihan.

TRIBUTE TO LATE MRS. JUDI JASEK.

WHEREAS, Judi Jasek has been called to eternal life by the wisdom of God at the age of fifty-six; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of La Grange, Judi Jasek was a tireless advocate for the blind and the loving and devoted wife of Owen; and

WHEREAS, Judi Jasek helped thousands of people who suffer from blindness through her tireless work with the Catholic Guild for the Blind in Chicago; and

WHEREAS, Born in Harvey, the first born of five children of Ancel and Carolyn Dean, Judi Jasek graduated from Thornton Township High School and earned her associate's degree from what is now called South Suburban College; and

WHEREAS, Judi Jasek began to lose her eyesight at the age of twenty-six when cone and rod dystrophy began to attack her eyes and she went from perfect vision to legally blind within eighteen months; and

WHEREAS, Despite her own vision loss, Judi Jasek lived an active and fulfilling life and even became an accomplished downhill skier who used her husband as a guide; and

WHEREAS, Judi Jasek had been promoted from manager of the Guild's consumer product center to manager of rehabilitation and was instrumental in helping people recently diagnosed with low-vision issues; and

WHEREAS, Judi Jasek was also a guide-dog advocate and served on the board of the Guiding Eyes for the Blind in Yorktown Heights, New York; and

WHEREAS, Judi Jasek 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 husband, Owen; her two daughters, Laura Hutton and Sarah Waymire; her mother, Carolyn; her four brothers, James, Charles, John and Robert; and her five adoring grandchildren, Judi Jasek 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 fourth day of September, 2003, do hereby commemorate Judi Jasek 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 Judi Jasek.

TRIBUTE TO LATE DR. MICHAEL JERVA.

WHEREAS, Dr. Michael Jerva has been called to eternal life by the wisdom of God at the age of seventy; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Glenview, Dr. Michael Jerva was a widely respected member of the medical community and the loving and devoted husband for forty-eight years of Arlene; and

WHEREAS, Dr. Michael Jerva grew up on the south side of Chicago, graduated from Weber High School and earned his medical degree from Loyola University in 1958; and

WHEREAS, Dr. Michael Jerva was a neurosurgeon whose long and fruitful career brought him to New Orleans, St. Louis, Boston and back to Chicago where he served as director of pediatric neurology at Children's Memorial Hospital in 1965; and

WHEREAS, In 1969, Dr. Michael Jerva became associated with Mercy Hospital and established himself there as an expert in stereotactic radio surgery, a technique of treating brain disorders and diseased spinal discs with radiation; and

WHEREAS, A highly knowledgeable and revered member of his profession, Dr. Michael Jerva co-authored six medical textbooks and was a former president of the International Intradiscal Therapy Society and the Institute of Medicine of Chicago; and

WHEREAS, Dr. Michael Jerva 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 wife, Arlene; his two sons, Michael and Mark; and his two daughters, Michelle McGuinness and Mollye Fahey, Dr. Michael Jerva 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 fourth day of September, 2003, do hereby commemorate Dr. Michael Jerva 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 Dr. Michael Jerva.

TRIBUTE TO LATE MRS. HILDEGARD KADDEN.

WHEREAS, Hildegard Kadden has been called to eternal life by the wisdom of God at the age of ninety-seven; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Lakeview community, Hildegard Kadden was the loving and devoted wife of the late Edgar; and

WHEREAS, Hildegard and Edgar Kadden were Jewish refugees who fled Nazi Germany to the United States and settled in Chicago where the couple enjoyed a life of freedom from persecution; and

WHEREAS, Hildegard Kadden worked for Gassman's Department Store at 95th Street and Commercial Avenue where she rose to become a buyer and where her husband served as the store's treasurer; and

WHEREAS, Hildegard Kadden later served as a buyer of women's clothing at Gately Peoples Store in the Roseland community on the south side; and

WHEREAS, Hildegard Kadden was an individual of great kindness, integrity and accomplishment who will be dearly missed by her many relatives, friends and neighbors; and

WHEREAS, To her daughter, Eva Kadden Kripke; her brother, Eric Mendel; her three grandchildren; and her four great-grandchildren, Hildegard Kadden 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 fourth day of September, 2003, do hereby commemorate the grace-filled life of Hildegard Kadden and do hereby extend our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Hildegard Kadden.

TRIBUTE TO LATE MR. DANIEL J. KEOGH.

WHEREAS, Daniel J. Keogh has been called to eternal life by the wisdom of God at the age of fifty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Lakeview community, Daniel J. Keogh was a widely admired Chicago educator who taught theology for thirty years at Roman Catholic girls' schools; and

WHEREAS, Born in Chicago and raised on the west side, Daniel J. Keogh was one of three children of Daniel and Cecilia Keogh and the grandson of one of the founders of the Shannon Rovers Irish Pipe Band; and

WHEREAS, From a young age, Daniel J. Keogh learned Irish step dancing from Pat Roche, the Irish dance legend, and went on to win hundreds of medals and trophies and mentor many young dancers; and

WHEREAS, Although he initially studied for the priesthood and held master's degrees in both theology and psychology, Daniel J. Keogh later decided to devote his life to teaching; and

WHEREAS, Daniel J. Keogh first spent three years at Trinity High School in River Forest and then taught for the next twenty-seven years at Immaculate Heart of Mary High School in Westchester; and

WHEREAS, Daniel J. Keogh was a scholarly individual of great integrity and steadfast faith who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his two sisters, Shelly Amorella and Kay Martin; and his nieces and nephews, Daniel J. Keogh 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 fourth day of September, 2003, do hereby commemorate Daniel J. Keogh 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 Daniel J. Keogh.

TRIBUTE TO LATE MR. EVERETT KOVLER.

WHEREAS, Everett Kovler 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, A resident of Chicago, Everett Kovler was a prominent philanthropist and president of the Deerfield-based James Beam Distilling Company; and

WHEREAS, Born and raised on the north side, Everett Kovler graduated from Lakeview High School and married his first wife, the late Marjorie, with whom he raised two children; and

WHEREAS, After bravely serving his country in World War II, Everett Kovler joined his father-in-law's bourbon business and rose through the ranks to head the company; and

WHEREAS, Through his extensive management and marketing skills, Everett Kovler greatly increased the distillery's sales to Europe and also introduced bourbon to a new generation of consumers; and

WHEREAS, Following a long and successful career, Everett Kovler retired from the firm and married his second wife, Michele, in 1984; and

WHEREAS, Everett Kovler raised guide dogs for the blind and helped to manage a family foundation in his retirement that has generously supported beneficiaries including the Lincoln Park Zoo, the Chicago Historical Society and the Museum of Contemporary Art; and

WHEREAS, Everett Kovler was an individual of integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Michele; his two sons, Peter and Jonathan; and his four grandchildren, Everett Kovler 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 fourth day of September, 2003, do hereby commemorate Everett Kovler 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 Everett Kovler.

TRIBUTE TO LATE MRS. LUCILLE LEVENSHON.

WHEREAS, Lucille Levenshon has been called to eternal life by the wisdom of God at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A native of Chicago, Lucille Levenshon, nee Ossey, was the loving and devoted wife of Sol for fifty-three years; and

WHEREAS, Lucille Levenshon was raised in the Garfield Park neighborhood on the west side and graduated from Marshall High School before attending one year at the University of Illinois at Chicago; and

WHEREAS, During World War II, Lucille Levenshon dropped out of school to help her country by working for the government in Washington, D.C.; and

WHEREAS, Lucille Levenshon then worked in post-war positions in China and West Germany because she wanted to see the world; and

WHEREAS, After returning to Chicago, Lucille Levenshon married her husband in 1950 and the couple lived for many years in the East Rogers Park neighborhood and later at The Breakers Retirement complex; and

WHEREAS, Fifty-eight years after dropping out of college, Lucille Levenshon fulfilled her dream of finishing college when she earned a bachelor's degree in 1999 from Northwestern University at the age of seventy-five; and

WHEREAS, Lucille Levenshon was an inspirational individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her husband, Sol; her two daughters, Iris Seeley and Myreen Aschenbach; and her grandchild, Lucille Levenshon 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 fourth day of September, 2003, do hereby commemorate Lucille Levenshon 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 Lucille Levenshon.

TRIBUTE TO LATE DR. WILLIAM F. MC DONALD.

WHEREAS, Dr. William F. McDonald 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, A longtime Chicago area surgeon, Dr. William F. McDonald was the loving and devoted husband for fifty-five years of Kathleen; and

WHEREAS, Dr. William F. McDonald served as an orthopedic surgeon at Holy Cross Hospital in Chicago for nearly four decades where he was widely admired for his medical expertise and ability to put patients at ease; and

WHEREAS, Born and raised in Buffalo, New York, Dr. William F. McDonald graduated from Bennett High School and Canisius College before relocating to Chicago to attend Loyola University Medical School; and

WHEREAS, Dr. William F. McDonald completed his residency at Cook County Hospital and specialized in orthopedics and fractures; and

WHEREAS, From 1946 to 1984, Dr. William F. McDonald worked at Holy Cross Hospital where he was a senior orthopedic surgeon and consultant; and

WHEREAS, Dr. William F. McDonald's career in private practice was interrupted in 1954 when he served as a commander in the United States Navy at Great Lakes Naval Hospital; and

WHEREAS, Dr. William F. McDonald lived in Palos Heights until 1998 when he moved to Rochester, Minnesota to be near his daughter, Joanne Michet; and

WHEREAS, Dr. William F. McDonald was an individual of great integrity, goodness and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Kathleen; his three daughters, Joanne Michet, Dr. Marguerite McDonald and Dr. Patricia McDonald; his sister, Mary Naab; and his five adoring grandchildren, Dr. William F. McDonald 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 fourth day of September, 2003, do hereby commemorate Dr. William F. McDonald 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 Dr. William F. McDonald.

TRIBUTE TO LATE MR. HARRY NAKIS.

WHEREAS, Harry Nakis 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, Harry Nakis was a military veteran and a longtime circulation manager for Chicago newspapers; and

WHEREAS, One of nine children of Greek immigrants, John and Katherine, Harry Nakis was raised in the Taylor Street neighborhood on the near west side of Chicago; and

WHEREAS, Harry Nakis graduated from Cregier High School and worked as a newspaper delivery truck assistant before joining the United States Army and serving his country in the Pacific during World War II; and

WHEREAS, Following his Honorable Discharge, Harry Nakis married his high school sweetheart, Toula Sofiakis, and the couple enjoyed fifty-six years of marriage until she passed away in 2002; and

WHEREAS, Harry Nakis served as a circulation manager for the *Chicago Daily News* and the *Chicago Sun-Times*, retiring in 1987; and

WHEREAS, Harry Nakis lived in River Forest for twenty-eight years before moving to Westchester four years ago; and

WHEREAS, Harry Nakis 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 son, Alfred; his daughter, Kathy Tsagaris; his two brothers, Sam and Paul; his sister, Mary Ramos; and his four adoring grandchildren, Harry Nakis 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 fourth day of September, 2003, do hereby commemorate Harry Nakis 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 Nakis.

TRIBUTE TO LATE MR. CLIFFORD M. NEHMZOW.

WHEREAS, Clifford M. Nehmzow has been called to eternal life by the wisdom of God at the age of sixty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Clifford M. Nehmzow served with honor and distinction as the chief of the Bedford Park Police Department; and

WHEREAS, Born and raised in Bedford Park, Clifford M. Nehmzow was a highly valued member of his community who helped to expand and modernize the department into a highly trained force; and

WHEREAS, During Clifford M. Nehmzow's remarkable tenure as police chief, the Bedford Park Police Department grew from a roster of fifteen officers and civilian personnel to more than forty; and

WHEREAS, Following a long and distinguished career in public service, Clifford M. Nehmzow officially retired from the department in 1990; and

WHEREAS, A resident of Oak Lawn, Clifford M. Nehmzow 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, Aggie; his two sons, Clifford V. and Ted; his daughter, Marie; his sister, Susan Augustyn; his brother, Gilbert; his half-brother, Rick Worshill; and his five grandchildren, Clifford M. Nehmzow 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 fourth day of September, 2003, do hereby commemorate Clifford M. Nehmzow 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 Clifford M. Nehmzow.

TRIBUTE TO LATE MR. JANARDANAN K. PILLAI.

WHEREAS, Janardanan K. Pillai has been called to eternal life by the wisdom of God at the age of sixty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Flossmoor, Janardanan K. Pillai was a highly respected educator and the loving and devoted husband for thirty-five years of Carolyn; and

WHEREAS, Janardanan K. Pillai served as a science teacher and assistant principal at Hirsch High School in Chicago for more than three decades and also taught computer language summer courses at South Suburban College in South Holland; and

WHEREAS, Janardanan K. Pillai won numerous awards as an educator and helped judge awards for the Chicago All City Science Fairs; and

WHEREAS, In addition to his outstanding work in the classroom, Janardanan K. Pillai loved cooking, fishing, gardening and spending time with his children and grandchildren; and

WHEREAS, Janardanan K. Pillai was an individual of great integrity and accomplishment who will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his wife, Carolyn; and his beloved family, Janardanan K. Pillai 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 fourth day of September, 2003, do hereby commemorate the grace-filled life of Janardanan K. Pillai 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 Janardanan K. Pillai.

TRIBUTE TO LATE HONORABLE JOHN RHODES, JR.

WHEREAS, The Honorable John Rhodes, Jr. 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, The Honorable John Rhodes, Jr. served with distinction for thirty years as a member of the United States House of Representatives from the State of Arizona; and

WHEREAS, The Honorable John Rhodes, Jr. was first elected in 1952 and was the first Republican elected to Congress since it became a state in 1912; and

WHEREAS, The Honorable John Rhodes, Jr. ably served nine years as House Minority Leader and headed the 1976 and 1980 Republican conventions and presided over the GOP's platform committee in 1972; and

WHEREAS, The tireless efforts undertaken by The Honorable John Rhodes, Jr. to win approval for the Central Arizona Project, a major canal system that brought water from the Colorado River to central and southern Arizona became an enduring part of his legislative legacy; and

WHEREAS, Born in Council Grove, Kansas, The Honorable John Rhodes, Jr. was a graduate of Kansas State University and Harvard Law School and bravely served his country during World War II as a member of the United States Army Air Corps; and

WHEREAS, The Honorable John Rhodes, Jr. was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted family, The Honorable John Rhodes, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of September, 2003, do hereby commemorate The Honorable John Rhodes, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable John Rhodes, Jr.

TRIBUTE TO LATE MS. PATRICIA "PATTY" SHEERIN.

WHEREAS, Patricia "Patty" Sheerin has been called to eternal life by the wisdom of God at the age of fifty-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Gold Coast, Patricia "Patty" Sheerin was a veteran public servant who held posts with the City of Chicago and State of Illinois; and

WHEREAS, Born in Chicago and raised in Park Ridge, Patricia "Patty" Sheerin was the daughter of James Sheerin, a former chairman of the McCormick Place Board; and

WHEREAS, After attending Marywood Academy in Evanston and attending Bradley University and the University of Illinois at Chicago, Patricia "Patty" Sheerin embarked on a long and remarkable career in public service; and

WHEREAS, Patricia "Patty" Sheerin worked for the Mayor's Office of Special Events under The Honorable Jane M. Byrne, where she helped organize visits by dignitaries including Pope John Paul II and Italian President Sandro Perlini; and

WHEREAS, Under Mayor Harold Washington, Patricia "Patty" Sheerin served as a liaison for thirteen city departments; and

WHEREAS, Patricia "Patty" Sheerin later worked for various state agencies in the administrations of Governors George Ryan and Rod Blagojevich; and

WHEREAS, Patricia "Patty" Sheerin was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her two daughters, Nina and Michael Ann Rizzo; her father, James; her stepmother, Elspeth; her two sisters, Susan Wall and Kathleen Rich; and her two stepbrothers, Steffen Sheerin and Karl Magnus, Patricia "Patty" Sheerin 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 fourth day of September, 2003, do hereby commemorate Patricia "Patty" Sheerin 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 Patricia "Patty" Sheerin.

TRIBUTE TO LATE MR. JOSEPH PAYTON TUOHY.

WHEREAS, Joseph Payton Tuohy has been called to eternal life by the wisdom of God at the age of seventy; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Streeterville community, Joseph Payton Tuohy was the loving husband of Donna and the devoted father of the late James; and

WHEREAS, Joseph Payton Tuohy was raised in Chicago and graduated from Fenwick High School in Oak Park and Loyola University in Chicago; and

WHEREAS, A proud American patriot, Joseph Payton Tuohy served with the United States Army Counter Intelligence Corps for two years in West Germany during the Cold War; and

WHEREAS, Joseph Payton Tuohy earned his law degree from Loyola University Law School and worked as a commerce attorney for Greyhound in Chicago and Allied Van Lines in Bellwood; and

WHEREAS, Widely considered by his peers to be an expert in matters related to transportation law, Joseph Payton Tuohy was appointed an administrative law judge in 1988 for the Illinois Commerce Commission where he heard cases involving commercial disputes until 1995; and

WHEREAS, Joseph Payton Tuohy 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 wife, Donna, Joseph Payton Tuohy 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 fourth day of September, 2003, do hereby commemorate Joseph Payton Tuohy for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph Patton Tuohy.

TRIBUTE TO LATE HONORABLE WILLIAM D. WALSH.

WHEREAS, The Honorable William D. Walsh has been called to eternal life by the wisdom of God at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of La Grange Park, The Honorable William D. Walsh ably and honorably served from 1961 to 1981 as a member of the Illinois House of Representatives; and

WHEREAS, The Honorable William D. Walsh later served as a member of the Regional Transportation Authority Board and the Illinois Prisoner Review Board; and

WHEREAS, Born in Chicago, The Honorable William D. Walsh bravely served in the United States Navy during World War II and graduated from Loyola University in Chicago in 1948, the same year he married the former Barbara Kennedy; and

WHEREAS, The Honorable William D. Walsh was elected to the State Legislature in 1960 and hailed from a politically prominent family that included an uncle, the late Arthur Bidwill, a former president of the Illinois Senate; and

WHEREAS, The Honorable William D. Walsh was joined in the Illinois House by his brother, The Honorable Richard, who was elected the same year, making them the only brothers to serve in the legislature at the same time; and

WHEREAS, The Honorable William D. Walsh was a staunch Republican who earned a reputation over his twenty-year tenure in Springfield for uncompromising integrity; and

WHEREAS, The Honorable William D. Walsh was currently a resident of Oak Brook and was an individual of great warmth, kindness and optimism who will be dearly missed and fondly remembered by his many relatives, friends and neighbors; and

WHEREAS, To his loving wife, Barbara; his three sons, William, Jr., David and Terrence; his three daughters, Cynthia Cashen, Julia Doran and Elizabeth Cullen; his three brothers, John, Robert and The Honorable Richard; and his ten grandchildren, The Honorable William D. Walsh 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 fourth day of September, 2003, do hereby commemorate The Honorable William D. Walsh 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 William D. Walsh.

*CONGRATULATIONS EXTENDED TO MR. GERALD W. FOGELSON ON
INDUCTION INTO CHICAGO ASSOCIATION OF
REALTORS' HALL OF FAME.*

WHEREAS, Gerald W. Fogelson, a visionary leader of great entrepreneurial spirit and accomplishment, will be inducted into the Chicago Association of Realtors' Hall of Fame on Wednesday, September 24, 2003; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The Chicago Association of Realtors will bestow this highly prestigious honor upon Gerald W. Fogelson at the organization's one hundred twentieth annual inaugural banquet, an event which is considered the foremost celebration of Chicago's real estate community; and

WHEREAS, The Hall of Fame was created to recognize and honor a select group of real estate professionals whose character, accomplishments and contributions to business, culture and the environment are unsurpassed; and

WHEREAS, Gerald W. Fogelson, a legendary Chicago real estate magnet, will join such luminaries as Arthur Rubloff, Harry Chaddick, Sam Zell and J. Paul Beitler in becoming a member of the Hall of Fame; and

WHEREAS, One of the most diversified real estate developers in the Chicago area, Gerald W. Fogelson founded the Fogelson Companies in the 1950s and began his career as a home builder; and

WHEREAS, Gerald W. Fogelson developed properties in Indiana, Illinois, Florida, Wisconsin, Ohio and New Jersey and has continued to develop raw land into residential, commercial and industrial properties; and

WHEREAS, Gerald W. Fogelson is the force behind such widely recognized developments as Central Station, Chicago's largest mixed-use development situated along Chicago's lakefront just west of Soldier Field, and the Field Museum; and

WHEREAS, Throughout his illustrious career, Gerald W. Fogelson has demonstrated an enviable record of professional achievement and civic leadership that is worthy of our great admiration and esteem; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of September, 2003, do hereby congratulate Gerald W. Fogelson on receiving this honor and do hereby express our best wishes for his continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Gerald W. Fogelson.

CONGRATULATIONS EXTENDED TO MR. ALBERT C. HANNA ON
INDUCTION INTO CHICAGO ASSOCIATION OF
REALTORS' HALL OF FAME.

WHEREAS, Albert C. Hanna, a visionary leader of great entrepreneurial spirit and accomplishment, will be inducted into the Chicago Association of Realtors' Hall of Fame on Wednesday, September 24, 2003; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The Chicago Association of Realtors will bestow this highly prestigious honor upon Albert C. Hanna at the organization's one hundred twentieth annual inaugural banquet, an event which is considered the foremost celebration of Chicago's real estate community; and

WHEREAS, The Hall of Fame was created to recognize and honor a select group of real estate professionals whose character, accomplishments and contributions to business, culture and the environment are unsurpassed; and

WHEREAS, Albert C. Hanna, a legendary member of Chicago's financial community, will join such luminaries as Arthur Rubloff, Harry Chaddick, Sam Zell and J. Paul Beitler in becoming a member of the Hall of Fame; and

WHEREAS, Albert C. Hanna is the president and chief executive officer of Mid-North Financial Services, Incorporated, a Chicago commercial banking firm; and

WHEREAS, Albert C. Hanna founded Mid-North Financial Services in 1982 after having served for twenty-two years as director and vice president of the Commercial-Industrial Loan Division of Percy Wilson Mortgage and Finance Corporation, a United States subsidiary, which at the time was Chicago's largest mortgage banking firm; and

WHEREAS, While working as a mortgage banker during the 1960s and 1970s, Albert C. Hanna was active in the development and gentrification of the Lincoln Park and other near north side neighborhoods; and

WHEREAS, Throughout his illustrious career, Albert C. Hanna has demonstrated an enviable record of professional achievement and civic leadership that is worthy of our great admiration and esteem; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of September, 2003, do hereby congratulate Albert C. Hanna on receiving this honor and do hereby express our best wishes for his continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Albert C. Hanna.

CONGRATULATIONS EXTENDED TO MS. MILLIE ROSENBLOOM
ON RECEIPT OF REALTOR OF YEAR AWARD FROM
CHICAGO ASSOCIATION OF REALTORS.

WHEREAS, Millie Rosenbloom, a visionary leader of great entrepreneurial spirit and accomplishment, will receive the Realtor of the Year Award from the Chicago Association of Realtors on Wednesday, September 24, 2003; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The Chicago Association of Realtors will bestow this highly coveted award upon Millie Rosenbloom at the organization's one hundred twentieth annual inaugural banquet, an event which is considered the foremost celebration of Chicago's real estate community; and

WHEREAS, The Realtor of the Year Award recognizes realtors who have served their profession with distinction and have generously contributed their time and energy to civic institutions; and

WHEREAS, Millie Rosenbloom is the president and chief executive officer of the Brokerage Division of the Habitat Company, one of Chicago's largest privately-owned real estate firms; and

WHEREAS, A prominent Chicago real estate broker, Millie Rosenbloom was named Chicago's top real estate agent in 1996 and 1997; and

WHEREAS, Millie Rosenbloom has contributed greatly to the success of many worthwhile civic causes and has also made a positive impact on her profession by serving as a president of the Chicago Association of Realtors and as a director of the Illinois Association of Realtors; and

WHEREAS, Throughout her illustrious career, Millie Rosenbloom has demonstrated an enviable record of professional achievement and civic leadership that is worthy of our great admiration and esteem; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of September, 2003, do hereby congratulate Millie Rosenbloom on receiving this honor and do hereby express our best wishes for her continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Millie Rosenbloom.

*CONGRATULATIONS EXTENDED TO MR. BOB ZORETICH
ON RECEIPT OF REALTOR OF YEAR AWARD FROM
CHICAGO ASSOCIATION OF REALTORS.*

WHEREAS, Bob Zoretich, a visionary leader of great entrepreneurial spirit and accomplishment, will receive the Realtor of the Year Award from the Chicago Association of Realtors on Wednesday, September 24, 2003; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The Chicago Association of Realtors will bestow this highly coveted award upon Bob Zoretich at the organization's one hundred twentieth annual inaugural banquet, an event which is considered the foremost celebration of Chicago's real estate community; and

WHEREAS, The Realtor of the Year Award recognizes realtors who have served their profession with distinction and have generously contributed their time and energy to civic institutions; and

WHEREAS, Bob Zoretich is the owner of Zoretich Realty Group located in Chicago's Lake View community on the near north side; and

WHEREAS, A prominent Chicago real estate broker, Bob Zoretich is a prominent member of the real estate industry who specializes in residential and commercial brokerage developments; and

WHEREAS, Bob Zoretich has generously contributed to the success of many worthwhile civic causes and has also made a positive impact on his profession by serving as a president of the Chicago Association of Realtors and as a leadership liaison for the Illinois Association of Realtors; and

WHEREAS, Throughout his illustrious career, Bob Zoretich has demonstrated an enviable record of outstanding professional achievement and remarkable generosity to civic causes that is worthy of our great admiration and esteem; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of September, 2003, do hereby congratulate Bob Zoretich on receiving this honor and do hereby express our best wishes for his continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bob Zoretich.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN STONE (50th Ward):**

CONGRATULATIONS EXTENDED TO ALDERMAN BURTON F. NATARUS,
HONOREE OF THE WEIZMANN INSTITUTE OF
SCIENCE ANNUAL DINNER.

WHEREAS, The Weizmann Institute of Science of Rehovot, Israel is one of the world's great centers of scientific research; and

WHEREAS, The Weizmann Institute of Science supports two thousand five hundred scientists, engineers, students and staff, conducting one thousand separate projects in a wide range of disciplines; and

WHEREAS, The Weizmann Institute of Science's research on multiple sclerosis, autoimmune diseases, non-compatible bone marrow transplants, aging, computer science, 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 as a world-class center of science research and education, to enhance Israel's local economy and to contribute to worldwide scientific knowledge; and

WHEREAS, The Weizmann Institute of Science will host its annual dinner on Sunday, September 21, 2003, at the Hilton Chicago; and

WHEREAS, The Weizmann Institute of Science's annual dinner will honor Burton F. Natarus, Alderman, 42nd Ward, City of Chicago; and

WHEREAS, The Weizmann Institute of Science's annual dinner will feature guest speaker Honorable Daniel C. Kurtzer, United States Ambassador to the State of Israel; and

WHEREAS, The Weizmann Institute of Science's annual dinner chairman is Neil G. Bluhm, President of JMB Realty Corporation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourth day of September, 2003, do hereby honor and congratulate The Weizmann Institute of Science on its annual dinner and honoree, Alderman Burton F. Natarus; and

Be It Further Resolved, That a suitable copy of the resolution be prepared and presented to William Z. Novick, National Vice President and Regional Director of The Weizmann Institute of Science.

Presented By

ALDERMAN MURPHY (18th Ward):

CONGRATULATION AND BEST WISHES EXTENDED TO PARTICIPANTS
IN SAINT THOMAS MORE PARISH SCHOOL REUNION.

WHEREAS, Proud leaders and parishioners, former students and teachers will

gather Saturday, September 13, 2003, to celebrate the first All School Reunion of Saint Thomas More Parish School, one of Chicago's outstanding educational institutions; and

WHEREAS, The Chicago City Council has been informed of this by 18th Ward Alderman Thomas W. Murphy; and

WHEREAS, Saint Thomas More Parish was formed under the directive of Samuel Cardinal Stritch with Reverend Francis D. Hayes appointed the founding pastor; and

WHEREAS, The first Mass was celebrated on April 27, 1947 in a small Quonset hut church located at West 81st Street and South Talman Avenue, where the faithful celebrated liturgy until the completed edifice was formally dedicated by Albert Cardinal Meyer on September 13, 1959; and

WHEREAS, The All School Reunion observance of September 13th will commence a year long celebration commemorating Saint Thomas More's fifty-four years of service to the Chicago faithful, the Archdiocese and the many thousands of children who attended this great institution; and

WHEREAS, Saint Thomas More School has been graced with three pastors: Reverend Francis D. Hayes (1947 -- 1972), Reverend James J. Donlan (1973 -- 1989) and Reverend Anthony Brankin (1989 -- present), as well as being blessed with the presence of the religious orders of Sinsinawa Dominicans and Mother of Carmel Sisters, dedicated lay teachers, staff and support organizations who taught thousand of children either directly or indirectly to love God, church, family and their fellow man; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of September, 2003 A.D., do hereby extend our heartiest congratulations to all reunion participants, recognizing the wealth of spiritual growth obtained from this outstanding religious institution, and we call public attention to this milestone in the history of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Saint Thomas More School as a remembrance of this happy event.

Presented By

ALDERMAN RUGAI (19th Ward):

***CONGRATULATIONS EXTENDED TO MR. ROBERT M. FROST ON
PARTICIPATION IN OPENING CEREMONIES OF 2003
SPECIAL OLYMPICS WORLD GAMES
IN DUBLIN, IRELAND.***

WHEREAS, Robert M. Frost, a resident of Chicago's Mount Greenwood community, had the distinguished honor of carrying the American Flag during the opening day ceremonies of the 2003 Special Olympics World Games in Dublin, Ireland; and

WHEREAS, The City of Chicago has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Robert M. Frost has actively participated in the Special Olympics since its inception thirty-five years ago. He has won several gold and silver medals in sports ranging from swimming, track and field, to team sports, such as, softball and floor hockey; and

WHEREAS, Because of Robert's history and achievements, he was selected by the 35th Anniversary Special Olympics Committee to represent Chicago; and

WHEREAS, Robert is to be admired for his dedication, intelligence, generosity and love, which has earned him tremendous respect by all who know him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council assembled this fourth day of September, 2003, do hereby congratulate and pay tribute to Robert M. Frost on the occasion of this honor and express their appreciation and pride for his efforts supporting the citizens of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert M. Frost.

***CONGRATULATIONS AND BEST WISHES EXTENDED TO HONORABLE
DANIEL J. LYNCH ON RETIREMENT FROM PUBLIC SERVICE.***

WHEREAS, The Honorable Daniel J. Lynch has retired from the judiciary after eighteen years of service to the citizens of Cook County and the State of Illinois; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Dan Lynch was born and raised in the Beverly community, graduating from Christ the King Grammar School, Mendel Catholic High School and Xavier University in Cincinnati, Ohio. He earned his Juris Doctorate at DePaul University in Chicago and his master's in economics from Ohio University; and

WHEREAS, Dan Lynch served in different capacities during his years on the bench ranging from traffic, housing misdemeanors and felony criminal trials to civil litigation, his reputation was that of fairness with constant respect for the law, along with a sprinkling of humor; and

WHEREAS, Dan Lynch also has been a public servant to the City of Chicago and Cook County having worked as an assistant corporation Counsel for the City of Chicago, assistant attorney for the Chicago Board of Education and special assistant to the Assessor of Cook County; and

WHEREAS, Dan Lynch has served on the Supreme Courts Legislative Advisory Committee and for several years on the High Court's Education Committee as a lecturer to judges on the field of evidence. He has also served as a member of the Board of Directors of the Illinois Judges Association; and

WHEREAS, Dan has volunteered countless hours of service to the people of Beverly and the 19th Ward as a precinct captain, board member of the Beverly Improvement Association and various roles with the parish of Christ the King; and

WHEREAS, Dan Lynch along with his wife, Madelyn, continue to live in the Beverly community. Together they have raised their three children, Timothy, Daniel and Eileen; and

WHEREAS, Dan will be looking forward to spending his days filled with his many hobbies that include car racing, stain glass, travel, and perhaps, will find time to sing in a barbershop quartet. He will also spend his days enjoying his lake house and the company of his family and friends, especially his grandson, Justin; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this fourth day of September, 2003, do hereby congratulate and pay tribute to Dan Lynch on his retirement as a judge and commend him for his years of service to the City of Chicago, Cook County and the great State of Illinois, and do hereby express our best wishes for him and his family; and

Be It Further Resolved, That a suitable copy of this resolution be provided to Judge Daniel J. Lynch.

*DECLARATION OF OCTOBER 25, 2003 AS "Y-ME NATIONAL
BREAST CANCER ORGANIZATION -- ILLINOIS AFFILIATE
DAY IN CHICAGO".*

WHEREAS, The City of Chicago proclaims Saturday, October 25, 2003 as Y-ME National Breast Cancer Organization -- Illinois Affiliate Day in Chicago; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Y-ME National Breast Cancer Organization urges all residents of Chicago and the State of Illinois to be aware of the impact of breast cancer on themselves and their family, friends and neighbors and to recognize the many Y-ME Illinois volunteers who devote their time to ensuring that no one faces breast cancer alone; and

WHEREAS, Y-ME National Breast Cancer Organization's Illinois affiliate provides compassionate support, education and advocacy for the thousands of women and their families facing breast cancer in Chicago and throughout the State of Illinois; and

WHEREAS, Y-ME Illinois supports the partners, families, friends and health care professionals who care for breast cancer patients and survivors, building a lifeline of strength and hope; and

WHEREAS, Y-ME Illinois sponsors educational workshops for the general public, with a special focus on underserved minority communities, on the importance of early detection of breast cancer and breast health; and

WHEREAS, This organization serves as an advocate for breast cancer patients by encouraging elected officials to ensure access to quality care for all and to support legislation that would advance the fight to eradicate breast cancer; and

WHEREAS, Y-ME was founded in the Chicago area, where it continues to maintain its national headquarters as well as the local affiliate; and

WHEREAS, The Illinois affiliate of Y-ME is celebrating its successes at a benefit on October 25, 2003; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council assembled this day fourth of September, 2003, recognize the importance of the Y-ME Illinois organization; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Y-ME National Breast Cancer Organization -- Illinois Affiliate.

Presented By

**ALDERMAN RUGAI (19th Ward) And
ALDERMAN O'CONNOR (40th Ward):**

**CONGRATULATIONS EXTENDED TO MEMBERS AND COACHES OF
CHICAGO PARK DISTRICT JUNIOR LIFEGUARD SQUAD ON
WINNING UNITED STATES LIFESAVING ASSOCIATION
JUNIOR NATIONAL CHAMPIONSHIPS.**

WHEREAS, The Chicago Park District has had a Junior Lifeguard Program for many years; and

WHEREAS, During the last twenty-seven years, they have concentrated their efforts on junior lifeguard outdoor competition for the summer seasons; and

WHEREAS, They are members of the United States' Lifesaving Association; and

WHEREAS, Their first national competition was in 1986 and since then Chicago teams have brought home nine national titles; and

WHEREAS, Since 1983, the 40th Ward Regular Democratic Organization, in cooperation with the Chicago Park District's Beach and Pool Unit, has been a sponsor of one of the largest Junior Lifeguard programs in the city; and

WHEREAS, This year, with the strong support of Mayor Daley, Alderman Virginia Rugai, 19th Ward, and Alderman O'Connor, 40th Ward, Chicago was able to bring a team of Junior Lifeguards to Cape May, New Jersey, to compete in a field of thirty-five teams from cities across the country, for the National Junior Lifeguard championship; and

WHEREAS, This Chicago All Star select team, which was comprised from teams as far south as Calumet Beach and as far north as Leone Beach and ranged in age from eight years to fifteen years old, and in spite of the most adverse conditions -- driving rain and rough sea -- took first place in the games, besting the home team,

Monmouth County, New Jersey, as well as the third place team, Boca Raton, Florida, and successfully brought home the ninth national championship to Chicago; and

WHEREAS, Head coach of this team, Mary O'Connor, has been the head coach of the Junior Lifeguards since 1986 and has been head coach of the City Champion Junior Lifeguard team for the past nineteen consecutive years; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in a meeting this fourth day of September, 2003, do hereby offer our heartiest congratulations to the members and coaches of the Junior Lifeguard squad on their outstanding achievement in the U.S.L.A. Junior National Championships; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to each Beach represented by this squad and to the Chicago Park District Beach and Pool Unit.

Presented By

ALDERMAN BROOKINS (21st Ward):

TRIBUTE TO LATE MRS. H. ESTELLA MC BRIDE WILSON.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward, H. Estella McBride Wilson, beloved mother, citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by The Honorable Howard B. Brookins, Jr., Alderman of the 21st Ward; and

WHEREAS, A native of Atlanta, H. Estella McBride Wilson was born on July 24, 1912, to Henry M. and Fannie L. Dozier McBride who preceded her in death. On April 11, 1936, Estella married Homer Wilson and from that day shared their love for forty-seven years; Homer Wilson preceded her in death; and

WHEREAS, Estella graduated from Englewood High School and attended Jones Commercial College. She was very active in the church and attended Holy Angels Catholic Church until she relocated. Last year she joined Trinity United Church of Christ after visiting for a number of years; and

WHEREAS, Estella was a part of many organizations including the Negro Drama League, the Petite Matrons and the Second Nighters. She retired from Encyclopedia Britannica; and

WHEREAS, A devoted mother and a cherished friend to all, H. Estella McBride Wilson will be greatly missed and fondly remembered by her many family members and friends; and

WHEREAS, On Saturday, August 30, 2003, Estella laid her body down and heard her Savior calling, "Well Done, thou good and faithful servant, come home". The spirit, love and happiness that was shared with all who knew and loved her will replace the void she left; and

WHEREAS, Estella leaves to cherish her memory, two daughters, Venetia Shells and Shelia Miller; a son, Lawrence Wilson; five granddaughters, Melanie, Venetia, Wendee, Erika and Alicia; eight great-grandchildren, Anita, Ava, Ashli, Michael, Aaron, Amber, Elijah and Joshua; two sisters-in-law, Gertie Wells and Mabel Wells of Mobil, Alabama; one brother-in-law, James Wilson of Greensboro, Alabama; and a host of nieces, nephews and friends, H. Estella McBride Wilson leaves a legacy of faith and compassion; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of September, 2003 A.D., do hereby express our sorrow on the passing of H. Estella McBride 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 the family of H. Estella McBride Wilson.

CONGRATULATIONS AND BEST WISHES EXTENDED TO DR. JOHN
WALTER "J. W." SMITH, JR. ON RETIREMENT FROM
CHICAGO PUBLIC SCHOOLS.

WHEREAS, On Thursday, August 7, 2003, his family, colleagues and friends are gathering to pay tribute to Dr. John Walter "J. W." Smith, Jr. in celebration of his retirement from a towering forty years in the Chicago Public Schools; and

WHEREAS, A Chicago native, J. W. is a graduate of Dunbar Vocational High School and Northern Illinois University. He holds a master's degree in physical

education from Indiana University and a Ph.D. in educational administration from the University of Illinois at Chicago; and

WHEREAS, A major force in public school athletics since 1963, when he started his career at Harlan High School, J. W.'s presence has always made a difference. He has taught at Kenwood High School and Percy L. Julian High School; and while at Julian High, he lead its football team to an astounding eight citywide championships and two Prep Bowls. A man of broad scope and vision who never confined himself or his teachings to sports, he was named principal of Adam Clayton Powell Elementary School and received the Chicago Public Schools Principal of Excellence Award. From 1995 until his retirement this summer, he was executive director of the Chicago Public Schools Department of Sports Administration; and

WHEREAS, J. W. is said to have changed the image of Public League football, and certainly that can be extended to have affected all the sports and athletic programs in our public school system. In leading Public League sports into the 21st century, he structured a program for elementary schools which covered fourteen sports. He reinstituted the indoor sports program. He organized and implemented the summer sports camp, which has grown from the original seven sports to twelve and three thousand participants to seven thousand. He also brought more sports into the program: sixteen inch softball, golf, lacrosse, water polo and double-dutch; and

WHEREAS, Hundreds of students, teachers and coaches have attributed their successes to J. W. Smith, and certainly his leadership has insured the success of all the Chicago Public Schools athletic programs. A five-time Chicago Public League Coach of the Year, he has received numerous such awards and citations, including having been named the National Football Foundation and Hall of Fame Distinguished American. He has been cited as Operation PUSH Coach of the Year, and as the *Chicago Sun-Times* Teacher of the Month. A member of Kappa Alpha Psi fraternity, he has been cited five times by that organization for outstanding achievement; and

WHEREAS, Dr. J. W. Smith is also a member of the National Alliance of Black Public School Administrators, Operation PUSH, Chicago Urban League and the Chicago Principals and Administrators Association; and

WHEREAS, Dr. J. W. Smith, Jr. represents the highest standards of public service and sets an example for all those who follow him; now, therefore,

Be It Hereby Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of September, 2003, do hereby express our gratitude and our heartiest congratulations to Dr. John Walter Smith, Jr. on the occasion of his retirement from four decades of outstanding service to the

people of the City of Chicago and extend to this fine citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. John Walter Smith, Jr.

*CONGRATULATIONS EXTENDED TO JACKIE ROBINSON
WEST LITTLE LEAGUE BASEBALL TEAMS ON
OUTSTANDING 2003 SEASON.*

WHEREAS, The Jackie Robinson West Little League has proven to be a positive influence in the lives of our youth. It has brought leadership awareness to the younger generation and has given them hope in the future; and

WHEREAS, In an outstanding display of sportsmanship, talent and teamwork, the Jackie Robinson Little League Baseball Teams of Chicago are "champions". The spotlight of victory which shines upon the Jackie Robinson West Little League Teams has inspired all citizens with its joint skills and teamwork. Their successfulness has proven them to be a dynamic team of 2003. Some of their accomplishments begin with the nine and ten year old All-Star Team who have won the District 4 Title Section Championship; eleven and twelve year old All-Star Team, winning the District 4 Title Section Championship; thirteen and fourteen year old All-Star Team, winning the District 4, Section 3 and the Illinois State Championships where they represented our great City of Chicago in the Region in Fort Wayne, Indiana; fifteen and sixteen year old All-Star Team won Section and Region Pony Baseball Titles, represented Chicago in the Saint Louis North Zone Tournament, and in Saint Louis, Missouri the squad won the Section and Region Colt League Titles; and

WHEREAS, The Jackie Robinson West Little League 2003 held their annual parade on May 18, 2003, celebrating at the awards banquet which was held on August 30, 2003 at the Lexington House and on December 14, 2003 they will hold their Scholarship Awards Dinner; and

WHEREAS, The Jackie Robinson West Little League Program has brought great distinction and pride to our city and has exemplified outstanding sportsmanship and team spirit; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of September, 2003, do hereby offer our heartiest congratulations to the legion of volunteers and most especially to each and every member of the Jackie Robinson West Little League Teams, who by their excellent record and their outstanding participation have made all the citizens of Chicago so justifiably proud; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Jackie Robinson West Little League Baseball Organization.

Presented By

ALDERMAN SOLIS (25th Ward):

***DECLARATION OF SEPTEMBER 12, 2003, AS "LINC-
TELACU SCHOLARS DAY IN CHICAGO".***

WHEREAS, The TELACU Scholarship Program was created in 1983 to help raise the promise, performance and potential of Hispanic students dedicated to continuing their education; and

WHEREAS, In 1991, the TELACU Education Foundation was established to expand the TELACU Scholarship Program for the purpose of providing a comprehensive program of counseling, mentoring and advancement opportunities; and

WHEREAS, In the year 2000, TELACU expanded its educational efforts on a national level with the creation of Latino Initiatives for the New Century (LINC); and

WHEREAS, LINC-TELACU scholarships have impacted many lives; supporting more than six hundred students each year through a unique collaboration of business and colleges and universities; and

WHEREAS, The LINC-TELACU Education Foundation has an established record of success, with one hundred percent of all high school and college senior award recipients completing graduation; and

WHEREAS, This years LINC-TELACU scholarship award recipients are to be commended for their outstanding record of achievement, dedication to their community and hard work in meeting higher academic goals; and

WHEREAS, On September 12, 2003, LINC-TELACU Education Foundation will honor the talented scholarship recipients and will also celebrate its accomplishments and lasting contributions; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of September, 2003, do hereby declare that September 12, 2003, be known as "LINC-TELACU Scholars Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to LINC-TELACU Education Foundation.

Presented By

ALDERMAN CAROTHERS (29th Ward):

TRIBUTE TO LATE MRS. MARGARET ANN BOULTIN-GLANTON.

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward Margaret Ann Boultin-Glanton, beloved matriarch, citizen and friend; and

WHEREAS, Born January 1, 1934, Margaret Ann Boultin was raised and educated in her native West Virginia. She moved to Chicago in 1951 and married Morris Glanton, and their blessed union would thrive and prosper until her death fifty-two years later; and

WHEREAS, Always a deeply religious person, Margaret Ann Boultin-Glanton's legacy is evident in her many good works and deeds, and in the strength and spirituality she gave to her nine children, twenty grandchildren and six great-grandchildren; and

WHEREAS, As civic-minded as she was religious, Margaret Ann Boultin-Glanton spread her enthusiasm and intelligence over many activities. She was a vital part of New Life House of God World Outreach Industries in Hammond, Indiana and

remained active in her grateful Chicago community. She was a vital member of The Chicago Housing Authority Local Advisory Council, 37th Ward. She worked her way up to president of the Parkside Senior Apartments and her input had a great beneficial impact on the quality of life there; and

WHEREAS, Margaret Ann Boulton-Glanton touched many lives and eventually became lovingly known as "Mother Glanton". She leaves to cherish her accomplishments her husband, Morris; children Michael (Kathy), David (Michelle), Mark (Teresa), Clysto, Adrian (Diane), Fatima (Leonard), Ronald (Judy), Anthony (Karyl), Antoine (Janessa), and adopted son, James; grandchildren; great-grandchildren; and many 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 fourth day of September, 2003 A.D., do hereby express our sorrow on the passing of Margaret Ann Boulton-Glanton 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 Margaret Ann Boulton-Glanton.

TRIBUTE TO LATE MS. ERMA JACKSON.

WHEREAS, God in His infinite wisdom has called to her eternal reward, Erma Jackson, beloved citizen and friend, Thursday, August 14, 2003; and

WHEREAS, This august body has been notified of her transition by The Honorable Isaac S. Carothers, Alderman of the 29th Ward; and

WHEREAS, On April 21, 1920 in Rome, Mississippi, Elijah Robinson and Sallie Cotton were blessed with the birth of their daughter, Erma; and

WHEREAS, Erma matured into a young woman with an abundance of grace, charm, patience and wisdom and she soon captured the heart of the man who was to be her husband, James Clay Jackson. They were united in marriage and to this blessed union four children were born; and

WHEREAS, A devout Christian, Erma accepted Christ as her personal Savior and participated joyously with her congregation in Harvey at True Vine Baptist Church and later as a member of the Greater Demaster Church in Chicago; and

WHEREAS, Erma Jackson will always be remembered as a loving mother, grandmother, great-grandmother, great-great-grandmother, aunt, neighbor and friend who enriched the lives of all who knew her in countless way; and

WHEREAS, Erma Jackson leaves to celebrate her life and cherish her memory, three children, Johnny (Sonny) Jackson, Erma Jean (Eugene) Winters and Gievonne (Richard) Douglas; seven grandchildren, Anthony, Shelby, Eric, Johnny, Santanas, Divia, and Bernetta; sixteen great-grandchildren; one great-great-grandchild; two special daughters, Geneva and Jessie; and a host of other relatives and friends. Her parents, three sisters, five brothers and one great-grandchild predeceased her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of September, 2003, do hereby offer our sincere condolences to the family, friends and loved ones of Erma Jackson 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 Erma Jackson.

TRIBUTE TO LATE MRS. VICKY JEAN WILKERSON-PARHAM.

WHEREAS, God in His infinite wisdom has chosen Tuesday, July 22, 2003 to bring his precious daughter, Vicky Jean Wilkerson-Parham, home to her eternal reward; and

WHEREAS, This august body has been notified of her transition by The Honorable Isaac S. Carothers, Alderman of the 29th Ward; and

WHEREAS, Born in our great city on May 26, 1956, Vicky Jean was the loving daughter of Raymond Wilkerson and Dorothy F. Jones. She received her education through the Chicago Public Schools system, attended Whitney Young High School where she graduated with honors. She later moved to Las Vegas, Nevada and graduated from the University of Phoenix with a Bachelor of Science degree in business management; and

WHEREAS, Vicky Jean was a loving and caring individual, always volunteering her many talents to organizations, one being the Henry Homer Boys and Girls Club

where she met and fell in love with her soul mate, Jerome Parham. They were united in marriage on May 26, 1984 and shared nineteen years of wedded bliss; and

WHEREAS, Vicky devoted her life to God and was baptized at Greater Union Missionary Baptist Church. She had been blessed with many musical talents enabling her to play the saxophone, flute and clarinet proficiently. Vicky was an outgoing woman with an abundance of grace, charm, patience and wisdom who will be deeply missed by all who knew and loved her; and

WHEREAS, The memory of Vicky Jean Wilkerson-Parham's character, intelligence and compassion will continue to survive within the heart of her loving husband; four children, Winter, Autumn, Sidney, Jerome Nathaniel; stepson, Shedrick D. Taylor; parents, Dorothy F. Jones and Raymond Wilkerson; mother-in-law, Betty J. Parham; grandparents, Azzie Simpson and Birl F. Madden, Sr.; stepsister, Felicia Jones; brother-in-law, Michael Parham; special friends, DeFrantz Mays and Stacey Smith; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of September, 2003, do hereby express our sorrow on the passing of Vicky Jean Wilkerson-Parham and commemorate her for her fruitful life; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Vicky Jean Wilkerson-Parham.

**CONGRATULATIONS AND BEST WISHES EXTENDED TO OFFICER
BRUCE BRADLEY ON RETIREMENT FROM
CHICAGO POLICE DEPARTMENT.**

WHEREAS, On August 15, 2003, Chicago Police Officer Bruce Bradley, Star Number 16317, retires after over three decades of dedicated service to the people of the City of Chicago; and

WHEREAS, Appointed to the Chicago Police Department June 4, 1973, Officer Bradley maintained an outstanding law enforcement record and exemplified the highest standards of public service; and

WHEREAS, The leaders of this great city are cognizant of the great contributions of our law enforcement officers in protecting and guiding us in our complex urban environment; and

WHEREAS, Chicago Police Officer Bruce Bradley has earned the respect of his colleagues, his superiors and the grateful people 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 here this fourth day of September, 2003, do hereby express our gratitude and our congratulations to Chicago Police Officer Bruce Bradley on the occasion of his retirement from over thirty years of outstanding service to the people of this great city and we extend to this fine citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Police Officer Bruce Bradley, retiree.

**CONGRATULATIONS AND BEST WISHES EXTENDED TO REVEREND
CLARENCE E. HALL ON ELECTION AS PASTOR OF
CARVER MISSIONARY BAPTIST CHURCH.**

WHEREAS, On June 29, 2003, The Reverend Clarence Edward Hall was elected pastor of the Carver Missionary Baptist Church, which is located on West 69th Street in Chicago's great Englewood community; and

WHEREAS, Reaching such a position of spiritual responsibility and leadership is another giant step for Reverend Clarence E. Hall, who had devoted his life to Christian principle. At the age of six years he joined the Shining Star Missionary Baptist Church, and in 1989 he was ordained at the very same church and ultimately served as its assistant pastor. He also served as its Sunday school superintendent, bible class teacher and worked tirelessly with its Youth Department, inspiring many young people to improve their lives; and

WHEREAS, Reverend Clarence E. Hall continues to attend Chicago's Moody Bible Institute in pursuit of a degree in Theology. A vital member of his community, he is a strong advocate of education and public safety. He is president of the 5200 block of West Monroe Street. He has organized anti-drug and anti-violence marches and has joined with Chicago political leaders, including 29th Ward Alderman Isaac S. Carothers, in combating crime. His commitment to his community is so strong that he ran for ward committeeman in 1995. He remains highly active with The Crusade of Love Outreach Ministry; and

WHEREAS, An enduring example of the strength and solidity of family life, Reverend Clarence E. Hall and his lovely wife, Regina have been blessed with nine children and three grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members, of the City Council of the City of Chicago, gathered here this fourth day of September, 2003, do hereby congratulate The Reverend Clarence E. Hall on having been elected pastor of Carver Missionary Baptist Church and we wish him continuing success and fulfillment in his new responsibilities; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend Clarence E. Hall.

*CONGRATULATIONS AND BEST WISHES EXTENDED TO ORIGINAL
PROVIDENT BAPTIST CHURCH ON ONE HUNDRED
FORTIETH ANNIVERSARY.*

WHEREAS, Original Provident Baptist Church, located in this city's great west side is celebrating its one hundred fortieth anniversary year; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward, has informed this august body of this historic event; and

WHEREAS, In 1863 A.D. the Original Provident Baptist Church was founded as the fulfillment of the hopes and dreams of a few fugitives from slavery. Their desire for independence and freedom had led them to Chicago via the Underground Railroad. Although a few had purchased their freedom, most had unshackled themselves and "followed the drinking gourd" to this city to live in accordance to the dictates of their own conscience; and

WHEREAS, Within a few years, these founders were joined by other faithful souls who united with them to form a band of nearly three hundred. They were able to raise enough money to purchase a lot and build their first church. In those early years, their spiritual growth was led by Pastors Thomas L. Johnson, William Belay, R. E. Jackson, B. B. Hillman, John Pope, A. Newsome, A. L. Harris and Robert Darden. The Reverend A. L. Harris holds the distinction of having served during two different periods; and

WHEREAS, By 1911, a larger and more commodious edifice was erected at 217

North Leavitt Street under the pastorate of Reverend S. L. Frances who served until 1915. He was succeeded by Reverend Boston Prince, Reverend J. Wesley Carter and Reverend R. Wendell Phillips; and

WHEREAS, When in June of 1958 after Reverend Dr. Edgar T. Thornton became pastor, Original Provident Baptist Church witnessed many changes due to both growth and location. After two changes in location, the present church at 515 North Pine Avenue was purchased from the congregation of the Austin Second Baptist Church. When Dr. Thornton retired in 1996, Reverend James A. Missick came from New Central Baptist Church of Norfolk, Virginia, to become Original Provident Baptist Church's current pastor; and

WHEREAS The Original Provident Baptist Church stands as a monument to the stature of the Baptist cause in the African American community and the entire City of Chicago; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of September, 2003 A.D., do hereby extend our heartfelt congratulations to the pastor and congregation of the Original Provident Baptist Church as they celebrate the historic milestone of their one hundred fortieth year of ministry and service to their community and this city; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Pastor Missick and the Original Provident Baptist Church congregation.

Presented By

ALDERMAN SUAREZ (31st Ward):

DECLARATION OF AUGUST 11 THROUGH AUGUST 16, 2003
AS "HISPANIC AMERICAN POLICE COMMAND OFFICERS
ASSOCIATION THIRTIETH ANNUAL CONFERENCE
DAYS IN CHICAGO".

WHEREAS, The Hispanic American Police Command Officers Association (H.A.P.C.O.A.) is a national non-profit organization composed of command-level law enforcement officers from local, county, state and federal agencies throughout the United States and Puerto Rico. It was founded in 1973 and has grown to represent more than fifteen thousand officers across this great nation; and

WHEREAS, H.A.P.C.O.A., vitally supported by each of its chapters, has become a nationwide leader and each year continues to provide national forums for training, networking and establishing relationships and partnerships within the law enforcement profession. Its chief goal is to fill the growing need for qualified Hispanic American men and women at all levels and ranks of law enforcement; and

WHEREAS, H.A.P.C.O.A.'s 2003 Conference takes place in Chicago, August 11 through 16, 2003. The Conference, "Preparing for Tomorrow's Challenges Today", is made up of more than a dozen workshops, plus intense training sessions. Also, there will be exhibitor and career fairs to inform participants about products and services newly available to the law enforcement community, plus announcements of career advancement opportunities. Field trips and special events are also planned; and

WHEREAS, In times when national security is of greater concern than ever, such a gathering as the Hispanic American Police Command Officers Association 30th Annual Conference in Chicago is of paramount importance, and the leaders of this great City wish to call public attention to this outstanding meeting and exhibition; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of September, 2003 A.D., do hereby pay tribute to the Hispanic American Police Command Officers Association (H.A.P.C.O.A.) and in that regard do declare that August 11 through 16, 2003 be known as "Hispanic American Police Command Officers Association 30th Annual Conference Days in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Hispanic American Police Command Officers Association (H.A.P.C.O.A.).

Presented By

ALDERMAN MELL (33rd Ward):

CONGRATULATIONS AND BEST WISHES EXTENDED
TO MS. HANNAH METTES GORDON ON
ONE HUNDREDTH BIRTHDAY.

WHEREAS, On July 21, 2003, her many friends and family gathered to pay tribute to Hannah Meites Gordon in celebration of her one hundredth birthday; and

WHEREAS, Born July 21, 1903, the former Hannah Meites was an accomplished pianist at the age of six and was often invited to concertize for Jane Addams, raising funds for the latter's newly organized settlement house movement. The daughter of H.I. Meites, a famous historian and a onetime City of Chicago Water Commissioner, and his wife, Rose, Hannah was civic-minded from an early age, took up causes like the establishment of the State of Israel and locally forged a place for herself in Chicago history by founding the Lakeview Citizens Council; and

WHEREAS, The idea for a citizens council in Chicago's Lakeview neighborhood resulted when Hannah Gordon, a wife and mother living in Lakeview, was faced with urban blight, crime and unseemly gathering places in the area. She decided to do something about these dangers and called together like-minded citizens, clergy and press and announced the formation of a new council to improve the quality of life throughout the neighborhood. The Lakeview Citizens Council, responsible for so many neighborhood improvements, has been one of this nation's most outstandingly successful organizations of its kind. It was the second such group formed in Chicago and remains to this day a model for grass roots urban organizations; and

WHEREAS, Throughout her long and rich life, Hannah Gordon has been much admired for her vitality and the energy and intelligence she applies to her many projects. She still maintains a residence in downtown Chicago, a home in Barrington, and greets her new century with her family and friends. Her long and productive marriage to the prominent attorney, Martin Stanton Gordon lasted forty-four years, and she now celebrates this one hundredth birthday with her daughter, Elaine Gordon Silets, President of Huff & Puff Industries, Ltd.; her son-in-law, Harvey Silets, a partner at Katten, Muchin, Zavis and Roseman; her son, Sheldon, Chairman of Gordon Group Holdings, L.L.C.; six grandchildren; five great-grandchildren; and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of September, 2003, do hereby pay tribute to Hannah Meites Gordon in celebration of her one hundredth birthday and extend to this towering citizen our very best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Hannah Meites Gordon.

*PHILIP H. AND SOOK Y. KIM LAUDED FOR DEVOTION
AND COMMITMENT TO FAMILIAL SUCCESS.*

WHEREAS, Throughout time eternal, parents have sacrificed to provide their children with better lives than they themselves had; and

WHEREAS, Philip H. Kim and his wife, Sook Y. Kim epitomize the qualities that we all strive to possess thereby raising three outstanding children whose accomplishments are nothing less than exemplary; and

WHEREAS, Mr. and Mrs. Kim continually emphasized the importance of applying oneself to the academic principles that would allow their children David, Peter and Agnes to excel; and

WHEREAS, Taking their parents guidance to heart, each of the Kim children is prepared to take a lead role in tomorrow's society; and

WHEREAS, David Kim was born March 1, 1975 and graduated from Hoffman Estates High School in 1993. He went on to Northwestern University and graduated with honors in 1997 after an eventful and illustrious four years; David was a member of the Mortar Board National Honor Society; the Omicron Epsilon National Economics Honor Society; the Asian American Advisory Board; the Korean American Students Association; participated in the publishing of the *Art and Performance* magazine; the Asian American Christian Fellowship; the Northwestern Volunteer Network; and the Northwestern Men's Crew Team; and

WHEREAS, Peter Kim was born June 25, 1976 and graduated from the Illinois Math and Science Academy in 1994. He went on to Harvard University where he graduated with honors in 1999. His four years were filled with achievement and he participated in many extracurricular activities including Harvard Radio; Harvard Film Archive; Harvard Business School Summer Ventures in Management; he served as a research assistant for a professor of biochemistry; served as a member of the Harvard Model Congress Committee; member of the Asian American Association; served as a member of the House and Neighborhood Development program; and was a member of Phillips Brooks House; and

WHEREAS, Agnes Kim often set the academic pace and excelled in every endeavor she pursued, graduating from Hoffman Estates High School in 1992 and going on to Stanford University where she graduated with honors in 1996. In addition to her educational achievements, Agnes was a member of various teams and clubs including a stint as a Humana Hospital volunteer; member of the math team; science club president; president of the student body; captain of the volleyball team; member of the soccer team and the swim team; volunteer working with senior

citizens and homeless people; a member of the Asian American Students Association; and a participant in the Stanford Volunteer Network; and

WHEREAS, It would be difficult to find parents more proud than the Kims, however, their efforts as parents are to be applauded; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this fourth day of September, 2003, do hereby congratulate Mr. and Mrs. Kim on their success as parents; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Philip H. Kim and Sook Y. Kim.

Presented By

ALDERMAN AUSTIN (34th Ward):

TRIBUTE TO LATE MR. CLARENCE EDWARD BELL.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Clarence Edward Bell, beloved citizen and friend, at the age of seventy-four years on June 25, 2003; and

WHEREAS, This august body has been notified of Mr. Bell's transition by The Honorable Carrie M. Austin, Alderman of the 34th Ward; and

WHEREAS, On June 26, 1928 in Murfreesboro, Tennessee, Robert and Addie Bell became the proud parents of their son, Clarence Edward; and

WHEREAS, During his childhood years, Clarence and his seven siblings shared many happy times with family and friends in Tennessee. He attended Holloway High School in his home town and eventually attended barber college in Nashville, Tennessee. After his graduation from barber college, Clarence enjoyed his profession for many years. He enlisted in the United State Army, serving his country proudly for four years and was honorably discharged; and

WHEREAS, A devout Christian, Clarence accepted Christ as his personal Savior and was baptized in Tennessee. He joined First Corinthians Missionary Baptist Church, and served as an usher until his health failed. Clarence's favorite reading

from the Bible was "I rather be a doorkeeper in the house of the Lord than dwell in the tents of wickedness" (Psalm 84:10); and

WHEREAS, Clarence and the former Lettie Mae Abernathy were united in Holy Matrimony on December 4, 1954 in Nashville, Tennessee and to this union two children were born, Lydia Cornese and Vincent Edward; and

WHEREAS, Clarence retired from Tony Piet in Chicago as a porter after many years of dedicated employment; and

WHEREAS, Clarence Edward Bell will be deeply missed by all and especially by those who shared his warmth and compassion. The loving memories of cherished times will help sustain his family and friends through this difficult period of time; and

WHEREAS, Clarence Edward Bell leaves to celebrate his life and cherish his memory his loving wife, Lettie Mae Bell; daughter, Lydia Cornese Hughes; son, Vincent Edward Bell; granddaughters, Venice Sherina Kracht (Martin) and Angel Dominique Hughes; grandson, Alton Renard Hughes; sisters, Maggie Lou Malone and Nancy Patterson; brother, James Bell; sister-in-law, Christine Tears (Ernest); brother-in-law, Robert Abernathy (Louise); one goddaughter, Karen Armstrong (Clayton); a host of nieces, nephews, cousins, relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of September, 2003, do hereby extend our sincere condolences to the family and friends of Clarence Edward Bell; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Clarence Edward Bell and family.

TRIBUTE TO LATE MR. JOHN DANIELS.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward, John Daniels, beloved citizen and friend, Saturday, August 16, 2003; and

WHEREAS, The Chicago City Council has been informed of his transition by The Honorable Carrie M. Austin, Alderman of the 34th Ward; and

WHEREAS, John Daniels, born April 29, 1932, to the union of Walter and Beatrice Daniels, was affectionately nicknamed "Redbone" by his loving family members and friends. John Daniels resided in the Morgan Park community where he and his family were active members of the Beth Eden Baptist Church. He confessed his hope in Christ under the pastorate of the late Reverend Richard C. Keller and continued to serve our Lord faithfully; and

WHEREAS, John Daniels received his education through the Chicago Public Schools System, graduating from John D. Shoop Elementary School, Chicago Vocational and Morgan Park High Schools. While attending Morgan Park High School, John was the first African American quarterback for "Emphehi" Mustangs. He attended Southern University for two years and left to pursue his love of baseball. John was an "ace curve ball pitcher" for the Harlem Globetrotters minor league baseball franchise team -- the St. Louis Browns; and

WHEREAS, John Daniels served his country proudly in the United States Army and was honorably discharged. He was united in marriage with the former Sarah Louise Reddick on August 21, 1955 and to the blessed union one child was born, Diane Louise; and

WHEREAS, John began his political career as a precinct captain in July, 1955, with the sponsorship of Weldon "D" Ray. He worked with John J. Duffy and Gerald Sullivan in the Construction, Maintenance and Operations Department under Cook County Commissioner George Dunne and later under Richard Phelan. On May 28, 1993, John retired as the director of financial control; and

WHEREAS, A cherished friend of many and a good neighbor to all, John Daniels will be greatly missed and fondly remembered by his many family members, friends and extended family. His brother, Walter Daniels, Jr.; and one brother-in-law, Hamlet (Olivia); having predeceased him, John Daniels leaves to mourn his passing, celebrate his life and cherish his memory his loving and devoted wife of forty-eight years, Sarah; daughter, Diane (William) Fulton; two grandsons, Blake and Cameron; brother, Floyd (Jeanette) Daniels; sisters, Paula Evans and Gwendolyn Traylor; brothers-in-law, Albert (Joanne) Reddick, Welton (Ronita) Reddick, Raymond (Sybil) Reddick, Melvin (Gloria) Reddick; aunt, Carrie Colbert; uncle, Robert Danielly; nieces and nephews, Jimmy (Gail), Walter, Billy (Eunice), Paul, Arthur (Joyce), Tony, Darryl, Crystal, Larry, Carla (Varsai) Evans and Ingrid Saunders; cousins, Norman, Gerald, Louise, Ann, Betty, Rudolph and Calvin; extended family: the Daniellys, Callaways, Phillips, Murchisons, Arterbridges, Mitchells, Fladgers, Reddicks, Robertsons, Culleys, Woltzs, Hardys, McMullens, Fultons; 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 fourth day of September, 2003, do hereby offer our

heartfelt sympathy to the family, friends and loved ones of John Daniels and express our hope that the coldness of their grief be soon replaced by their warm memories of him; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. John Daniels and family.

TRIBUTE TO LATE MR. ALBERT HILL.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Mr. Albert Hill, Tuesday, June 24, 2003; and

WHEREAS, The Chicago City Council has been informed of his transition by The Honorable Carrie M. Austin, Alderman of the 34th Ward; and

WHEREAS, Born July 1, 1923 to Ledia and Floyd Hill, Albert brought joy and happiness to his proud parents; and

WHEREAS, A devout Christian, Albert united with Morris Hill Baptist Church at an early age and gave praise to the Lord, accepting Him as his personal Savior; and

WHEREAS, Mr. Albert Hill attended Boga Chitta High School and Alcorn University and at the age of eighteen. Albert was inducted into the United States Army where he served his country proudly for three years; and

WHEREAS, Mr. Albert Hill and the former Almeta Jenkins were united in Holy Matrimony on July 15, 1946. They shared fifty-seven years of wedded bliss and were blessed with three children, Brenda, Phillip and Mark; and

WHEREAS, Mr. Albert Hill will be sorely missed by all those whose lives he touched in countless ways. He will always be remembered as a devoted and loving husband, father, grandfather, brother and friend; and

WHEREAS, Mr. Albert Hill leaves to celebrate his accomplishments and cherish his memory, his beloved wife, daughter, sons, grandchildren, Erika, Tiffany, Phillip, Jr. and Jasmine; daughters-in-law, Phyllis and Peggy; brother, Marzell Hill (Clara); sister, Lula Jenkins (Walter); three brothers-in-law; five sisters-in-law; 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 assembled this fourth day of September, 2003, do hereby commemorate Mr. Albert Hill for his character, intelligence and compassion which will continue to shine in the lives of those who knew and loved him and do hereby offer our deepest condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Albert Hill and family.

TRIBUTE TO LATE MRS. DOROTHY LARAMORE.

WHEREAS, God in His Infinite wisdom and judgment has called to her eternal reward Dorothy Laramore, a beloved citizen and a close friend to, among others, many citizens of Chicago's 34th Ward, on April 17, 2003, at the age of seventy-six years; and

WHEREAS, The former Dorothy Belcher was born October 3, 1926, in Atlanta, Georgia. She moved as a young adult to New York, and while visiting her sister in Chicago met and fell in love with Eddie Laramore; they were married March 23, 1959, and their blessed union endured and prospered until her death; and

WHEREAS, Dorothy Laramore was a longtime member of the 34th Ward Regular Democratic Organization and had many friends there. She also volunteered at Robert S. Abbott Elementary School where her six children were educated. There, in twenty years of tireless work, she founded a fundamental reading program for the students, served as a P.T.A. organizer, coordinating various teas, fashion shows and family nights; and

WHEREAS, After leaving Abbott Elementary School, Dorothy Laramore was hired by the Chicago Board of Education where she served at various schools, including Raymond, Pine and Caldwell. She remained a dedicated employee at Caldwell School until her retirement, and while working earned her Associate Arts degree in Child Development from Kennedy-King College; and

WHEREAS, A deeply religious woman, Dorothy Laramore was a longtime member of Progressive Baptist Church who in 1989 joined the congregation of Sweet Holy Spirit Full Gospel Baptist Church and took part in its many ministries and choirs. A loving matriarch and friend, she will be sorely missed; and

WHEREAS, Her oldest son, Eddie; a granddaughter, Amberlynn; and one sister, Adela, all having predeceased her, Dorothy Laramore leaves to cherish her accomplishments her devoted husband, Eddie; five loving children, Craig, LoriAnn (Corey), Eric (Veronica), Karen and Bernard (Vanessa); thirteen grandchildren; twelve great-grandchildren; one brother, Robert, with whom she was very close; two sisters, Mary Belcher and Gladys Stroud; five godchildren; 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 fourth day of September, 2003 A.D., do hereby express our sorrow on the passing of Dorothy Laramore 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 Dorothy Laramore.

**CONGRATULATIONS EXTENDED TO JACKIE ROBINSON WEST LITTLE
LEAGUE BASEBALL TEAM ON WINNING 2003 ILLINOIS
STATE JUNIOR LEAGUE CHAMPIONSHIP.**

WHEREAS, In an outstanding display of sportsmanship, talent and teamwork, the Jackie Robinson West Little League Baseball Team of Chicago has won the Illinois State Championship in the Junior League Series; and

WHEREAS, The Jackie Robinson West Little League Baseball Team was founded in 1970 on Chicago's south side as a deterrent to deviant behavior and to provide positive attitudinal development for youths; and

WHEREAS, On July 31, 2003, all Chicago glowed in the spotlight of victory which shines upon the Jackie Robinson West Little League Junior League Baseball Team and its thirteen to fourteen year-old players, whose joint skills and teamwork should inspire all citizens, defeated twelve teams and captured the 2003 Illinois State Baseball Championship, the eighteenth such title for the organization in thirty-three years; and

WHEREAS, The Jackie Robinson West Little League Program has brought great distinction and pride to our city and has exemplified outstanding sportsmanship and team spirit; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of September, 2003, do hereby offer our heartiest congratulations to the legion of volunteers and most especially to each and every member of the Jackie Robinson West Little League Junior League Baseball Team, who by their excellent record and their outstanding participation have made all the citizens of our great city so justifiably proud; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Jackie Robinson West Little League Baseball Organization.

Presented By

ALDERMAN MITTS (37th Ward):

TRIBUTE TO LATE MR. JOHN GOODEN, SR.

WHEREAS, God in His infinite wisdom and judgement has called to his eternal reward John Gooden, Sr., beloved citizen and friend, July 6, 2003; and

WHEREAS, This august body has been notified of Mr. Gooden's transition by The Honorable Emma Mitts, Alderman of the 37th Ward; and

WHEREAS, Inez and Harvey Gooden became proud parents of their son, John, on November 9, 1942. He confessed his faith in Christ at a young age and was baptized by Reverend August Brown; and

WHEREAS, John operated a business in the Austin area and was known by his many customers, neighbors and friends as "Mr. G."; and

WHEREAS, John Gooden, Sr. was a vital and visible member of his community and will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; and

WHEREAS, His parents and one son, John, Jr., four sisters, having predeceased him, John Gooden, Sr. leaves to cherish his memory and celebrate his life, his special friend, Joyce Love; fifteen children, Yavonne, Yolanda, Harvey (Marsha), Yvette, Tina, Lawanda, Kim, Yanya, Shawn, Shautae (Andre), Mark, Krystal, Johnathan, Dominique and Jasimine; four sisters, Mary, Shirley, Liz and Linda;

three brothers, Oscar, Allen and David; thirty-nine 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 here this fourth day of September, 2003, do hereby express our sorrow on the passing of John Gooden, Sr.; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. John Gooden, Sr.

Presented By

ALDERMAN ALLEN (38th Ward):

TRIBUTE TO LATE MR. RONALD R. BECK.

WHEREAS, Ronald R. Beck 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 Jackie; dear father of Teri, Patti, Robin and Robert (Karolina); loving grandfather of Heather; fond brother of Al (Jean) and Ken (Donna); uncle of many; and nephew of Gladys, Ronald R. Beck 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 fourth day of September, 2003, do hereby express our sorrow on the death of Ronald R. Beck 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 Ronald R. Beck.

TRIBUTE TO LATE MR. RICHARD M. BYRNES.

WHEREAS, Richard M. Byrnes has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of the late Lorraine; loving father of Deborah Ann (William) Rooney and Nancy (Bob) Kern; loving grandfather of Bill and Megan Rooney, Richie and Colleen Kern; and fond brother of the late Elizabeth (George "Bud") Mulhern, Richard M. Byrnes 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 fourth day of September, 2003, do hereby express our sorrow on the death of Richard M. Byrnes 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 Richard M. Byrnes.

TRIBUTE TO LATE MR. MARVIN F. DOBLESKI.

WHEREAS, Marvin F. Dobleski 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 Shirley J.; loving father of Paul and Karen Dobleski; dear grandfather of Jaclyn and Jamie; and fond brother of Joyce (Ronald) Jurek, Marvin F. Dobleski 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 fourth day of September, 2003, do hereby express our sorrow on the death of Marvin F. Dobleski 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 Marvin F. Dobleski.

TRIBUTE TO LATE MRS. DOROTHY DYSSEGAARD.

WHEREAS, Dorothy Dyssegaard 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 sister of Leona (the late Fred) Timm, Marilyn (Joseph) Bellucci and Lorraine (Jules) Brown; dear aunt of Karen (James) Roman, Greg (Adrienne) Timm, Michael (Irene) Timm, Joey (Nancy) Bellucci, Carla (Anthony) Pearce, Anthony (Kelly) Bellucci, Louise Askew, Julaine (Jim) Calhoun, Jimmy Brown, Susan (David) Contresas and Lenny Brown; great aunt and great-great aunt of many nieces and nephews, Dorothy Dyssegaard 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 fourth day of September, 2003, do hereby express our sorrow on the death of Dorothy Dyssegaard 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 Dorothy Dyssegaard.

TRIBUTE TO LATE MRS. ROSANA GALLICHIO.

WHEREAS, Rosana Gallichio 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 Frank J.; loving mother of John F. (Marcia) and Raymond (Judith) Gallichio; fond grandmother of Brian (Judy), Michelle and Jennifer Gallichio; great-grandmother of Madeline; dear sister of Marie (James) Mazzarella and Rocco (Laverne) Gallichio; and fond aunt of many, Rosana Gallichio 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 fourth day of September, 2003, do hereby express our sorrow on the death of Rosana Gallichio 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 Rosana Gallichio.

TRIBUTE TO LATE MR. JOHN H. GROH.

WHEREAS, John H. Groh 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 Sharon; loving father of Jeffery and Kimberly (Ben) Pecoraro; loving son of the late Conrad and Clara; dear brother of Shirley, Joyce, Gerry, Jeannette, Penny and the late Jackie; and loving uncle of many nieces and nephews, John H. Groh 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 fourth day of September, 2003, do hereby express our sorrow on the death of John H. Groh and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John H. Groh.

TRIBUTE TO LATE MR. JOSEPH A. LOPEZ.

WHEREAS, Joseph A. Lopez 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 loving father of Martin and Michael Lopez; dear brother of Reverend Angel Lopez, Pat (the late Thomas) Velasquez, Lupe (Gregory) Alvarez, Sabina Valadez, Robert E. (Yolanda) Lopez, Mary (Frank) Alvarez and the late Martin, Lino (the late Evelyn), Boniface (Florence), Leonard (the late Rosemary); and fond uncle of many, Joseph A. Lopez 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 fourth day of September, 2003, do hereby express our sorrow on the death of Joseph A. Lopez 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 Joseph A. Lopez.

TRIBUTE TO LATE MR. ROBERT MARCUS.

WHEREAS, Robert Marcus 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 Maggie "Marguerite"; loving father of Alex; devoted and adored son of Dr. Sam and Margorie Marcus; dear brother of Hilary (Samuel) Sallerson and Alan Marcus; cherished uncle of Louis and Joseph Sallerson, Lauren and Scott Marcus, Robert Marcus 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 fourth day of September, 2003, do hereby express our sorrow on the death of Robert Marcus 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 Robert Marcus.

TRIBUTE TO LATE MS. LOTTIE PIECUCH.

WHEREAS, Lottie Piecuch 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 daughter of the late Joseph and Agatha; loving sister of the late Stephanie, Bernard, Edward, Bernice, John and Esther (John) Wojkowski; dearest aunt of Kathleen (James) Weston, Susan Vitelli and Robert (Patricia) Piecuch; and dear great-aunt of five, Lottie Piecuch 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 fourth day of September, 2003, do hereby express our sorrow on the death of Lottie Piecuch 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 Lottie Piecuch.

TRIBUTE TO LATE MS. EVELYN B. POZDOL.

WHEREAS, Evelyn B. Pozdol 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 loving mother of James (Maria), Patricia (Eugene) Pacion, Thomas -- president of ARRP Trucking & Paving and the late Catherine; dear grandmother of Kimberly Pacion, Lisa, Athena and Alexis; dearest loved one of the late Sam James Gobbo, Evelyn B. Pozdol 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 fourth day of September, 2003, do hereby express our sorrow on the death of Evelyn B. Pozdol 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 Evelyn B. Pozdol.

TRIBUTE TO LATE MRS. IRENE PRINCIPATO.

WHEREAS, Irene Principato 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 Jack, Sr.; loving mother of Jack, Jr. (Linda), Ken (Pat), Bruce, Michael (Kathy) and Gus (Diana); proud grandmother of twenty-one; and great grandmother of nine; dear sister of the late Manny; fond aunt of many nieces and nephews, Irene Principato 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 fourth day of September, 2003, do hereby express our sorrow on the death of Irene Principato 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 Irene Principato.

TRIBUTE TO LATE MRS. BERNICE P. SCHUMACK.

WHEREAS, Bernice P. Schumack 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 Stephen F.; loving mother of Steve (Olga), Thomas (Gale), Laura, Eileen (Ken) DiBiase, Pat (the late Joe) Mareci, Helen, Rita (Patrick) Moyer, Marie (Roger) Hoffman and Jim (Kathy); fond grandmother of twenty-three; great grandmother of two; and dear sister of John Hoberg and the late Mercedes Loftus and Jerry Hoberg, Bernice P. Schumack 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 fourth day of September, 2003, do hereby express our sorrow on the death of Bernice P. Schumack 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 Bernice P. Schumack.

TRIBUTE TO LATE MRS. LOUISE SZAFLARSKI.

WHEREAS, Louise Szaflarski 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 Stanley P.; loving mother of Lorraine (Raymond) McMahon and Stan (Patricia); cherished grandmother of Michael McMahon and Frank Szaflarski; and fond great-grandmother of Megan, Michael, Joshua and Coy, Louise Szaflarski 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 fourth day of September, 2003, do hereby express our sorrow on the death of Louise Szaflarski 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 Louise Szaflarski.

TRIBUTE TO LATE MR. ROBERT L. VAN HOUGHTON.

WHEREAS, Robert L. Van Houghton 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 Diane; loving father of J. R. (Tiffany) and the late Jon; cherished grandfather of Bobby and Lucas; loving brother of Sandy (Robert) Tinson, Dennis (Janet), Jerry (Julie), Cheryl and Pamela (Terry) Merrigan; and fond uncle to many nieces and nephews, Robert L. Van Houghton 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 fourth day of September, 2003, do hereby express our sorrow on the death of Robert L. Van Houghton 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 Robert L. Van Houghton.

TRIBUTE TO LATE MRS. SADIE S. WOLFE.

WHEREAS, Sadie S. Wolfe 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 Charlie; loving mother of Debbie (Paul) Seaquist and the late Randy; and dear grandmother of Randy Seaquist, Sadie S. Wolfe 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 fourth day of September, 2003, do hereby express our sorrow on the death of Sadie S. Wolfe 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 Sadie S. Wolfe.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MRS. IOLA G. BELLUCCI.

WHEREAS, God in His infinite wisdom has called Iola G. Bellucci to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Iola G. Bellucci, beloved wife of the late James, was an active and vital member of her community. The loving mother of Robert (Charlene) and the late William; daughter of the late Romolo and Elsie Pisani; sister of the late Rudolph and Mary (Anthony) Catenacci; fond sister-in-law of Asunta Bellucci; proud grandmother of Jill (Dean) Barber and Paul (Kelley) Bellucci; adoring great-grandmother of Lauren Barber and Maggie and Ryan Bellucci; dearest aunt of Roland (Valerie) Catenacci and Jo Ann (Fred) Stummer; and great-aunt of many, Iola G. Bellucci leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Iola G. Bellucci 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 fourth day of September, 2003 A.D., do hereby express our sorrow on the death of Iola G. Bellucci 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 Iola G. Bellucci.

TRIBUTE TO LATE MRS. MARY M. COLLINS.

WHEREAS, God in His infinite wisdom has called Mary M. Collins to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Mary M. Collins was an active and vital member of her community. The beloved daughter of the late John and Lucy Collins; loving sister of the late Paul, Louis, Jack, Edwin, Jerry, Albert "Pete", Anne Hundrieser and Aurelia MacKay; and dear aunt and great-aunt of many nieces and nephews, Mary M. Collins leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Mary M. Collins 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 fourth day of September, 2003 A.D., do hereby express our sorrow on the death of Mary M. Collins and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary M. Collins.

TRIBUTE TO LATE MRS. ANITA R. GALASSINI.

WHEREAS, God in His infinite wisdom has called Anita R. Galassini to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Anita R. Galassini, beloved wife of the late John P. Galassani and Sam Roselli, was an active and vital member of her community. The beloved mother of John P., Jr. "Jack" (Patricia), Paula Roselli, Marc D. and Mario G. (Kristine); grandmother of ten; great-grandmother of five; daughter of the late Ugo and Eugenia Frediani; and sister of the late Rena Marchetti and Anthony Frediani, Anita R. Galassini leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Anita R. Galassini 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 fourth day of September, 2003 A.D., do hereby express our sorrow on the death of Anita R. Galassini 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 Anita R. Galassini.

TRIBUTE TO LATE MR. JOHN E. HOERSTER.

WHEREAS, God in His infinite wisdom has called John E. Hoerster to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, John E. Hoerster, beloved husband of Donna M.; loving father of John R. and Regan; dear brother of Edward (Judy) Hoerster; brother-in-law of Lynda Connor and Karen (Mike) Strocchia; and fond uncle of many nieces and nephews, John E. Hoerster leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, John was the athletic director and head football coach at Loyola Academy in Wilmette where he led the team to twelve state playoff appearances since 1987; and

WHEREAS, John E. Hoerster 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 fourth day of September, 2003 A.D., do hereby express our sorrow on the death of John E. Hoerster and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John E. Hoerster.

TRIBUTE TO LATE MR. JOSEPH JOHN HOWARD, SR.

WHEREAS, God in His infinite wisdom has called Joseph John Howard, Sr. to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Joseph John Howard, Sr., beloved husband and best friend of Rita, was a vital and active member of his community. The loving father of Joseph, Jr., Kathryn and Brian; devoted son of the late John and Catherine Heneghan; devoted brother of Kathleen (Dennis) O'Keeffe, Richard, Jr. (Denise), Carol (Robert) Baron and Thomas (Susan); brother-in-law of Maureen (Charlie) Pinter, Jack (Janice), James (Susan), Kate (John) Labuz, Eileen (Dennis) McNamara and Patrick Heneghan; uncle of many nieces and nephews and friend to all, Joseph John Howard, Sr. leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Joseph John Howard, Sr. 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 fourth day of September, 2003 A.D., do hereby express our sorrow on the death of Joseph John Howard, Sr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph John Howard, Sr.

TRIBUTE TO LATE MR. JOHN W. "BUD" LUNKES.

WHEREAS, God in His infinite wisdom has called John W. "Bud" Lunkes to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, John W. "Bud" Lunkes, beloved husband of the late Gertrude, was an active and vital member of his community. The loving father of Michael (Eileen), Patricia Ann (fiancé, Peter McKatten) Lunkes, Donna (Thomas) Bober, William Lunkes, James (Laura), the late John "Jack" (Darlene Jenkins), and Thomas; dearest friend of Marguerite "Marge" Reichert; proud grandfather of eighteen; great-grandfather of six; and dear brother of Bernadette Evans, Jerome (Mary) Lunkes and the late Dolores Kartheiser, Virginia Koehler and Carol Welsh, John W. Lunkes leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, John W. "Bud" Lunkes 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 fourth day of September, 2003 A.D., do hereby express our sorrow on the death of John W. "Bud" Lunkes and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John W. "Bud" Lunkes.

TRIBUTE TO LATE MRS. EVELYN B. POZDOL.

WHEREAS, God in His infinite wisdom has called Evelyn B. Pozdol to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Evelyn B. Pozdol was an active and vital member of her community. The beloved mother of James (Maria), Patricia (Eugene) Pacion and Thomas, the president of ARRP Trucking and Paving, and the late Catherine; dear grandmother of Kimberly Pacion, Lisa, Athena and Alexis; and dearest loved one of the late Sam James Gobbo, Evelyn B. Pozdol leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Evelyn B. Pozdol 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 fourth day of September, 2003 A.D., do hereby express our sorrow on the death of Evelyn B. Pozdol 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 Evelyn B. Pozdol.

TRIBUTE TO LATE MR. RICHARD P. RUFF, SR.

WHEREAS, God in His infinite wisdom has called Richard P. Ruff, Sr. to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Richard P. Ruff, Sr., beloved husband of the late Joan, was an active and vital member of his community. The devoted father of Richard P. (Janet), Rosalyn and the late Roxanne; dearest grandfather of Richard III and James; adored brother of Patricia (Jack) Purcell of Houston, Texas and the late James (Caroline) Ruff of Florida; cherished uncle of many nieces and nephews; and survived by a host of friends, Richard P. Ruff, Sr. leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Richard P. Ruff, Sr. 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 fourth day of September, 2003 A.D., do hereby express our sorrow on the death of Richard P. Ruff, Sr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Richard P. Ruff, Sr.

TRIBUTE TO LATE MRS. CAROL ANGELES SATORE.

WHEREAS, God in His infinite wisdom has called Carol Angeles Satore to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Carol Angeles Satore, beloved wife of the late Arsenio Satore, Sr., was an active and vital member of her community. The loving mother of the late Arsenio, Jr., Virginia and Maribell; and fond grandmother of Rene and Diane, Carol Angeles Satore leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Carol Angeles Satore 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 fourth day of September, 2003 A.D., do hereby express our sorrow on the death of Carol Angeles Satore and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Carol Angeles Satore.

TRIBUTE TO LATE MRS. JEAN VINSON WECLEW.

WHEREAS, God in His infinite wisdom has called Jean Vinson Weclaw to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Jean Vinson Weclaw, beloved wife of the late Robert G., was an active and vital member of her community. The beloved daughter of the late Hazel and Joseph Vinson; loving sister of the late Joseph Vinson; beloved mother of Harlene (Robert) Villio of New Orleans; Robert (Nancy) Weclaw of Madison; grandmother of Shanti Weclaw, Robert, Jr., Ray and Deborah Villio; and great-grandmother of Rachel, Matthew, Jill and Robert III, Jean Vinson Weclaw leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Jean Vinson Weclaw 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 fourth day of September, 2003 A.D., do hereby express our sorrow on the death of Jean Vinson Weclaw and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jean Vinson Weclaw.

*CONGRATULATIONS EXTENDED TO MICHAEL AND ELIZABETH
CAVANAUGH ON BIRTH OF DAUGHTER, AVA QUINLAN.*

WHEREAS, A new citizen came into the world, Ava Quinlan, daughter of Michael and Elizabeth, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; 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, Ava Quinlan 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 fourth day of September, 2003 A.D., do hereby congratulate Michael and Elizabeth on the birth of their daughter, Ava Quinlan, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

CONGRATULATIONS EXTENDED TO ANTHONY AND CRISTINA
CORDERO ON BIRTH OF SON, DEAN PAUL.

WHEREAS, A new citizen came into the world, Dean Paul Cordero, son of Anthony and Cristina, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; 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, Dean Paul 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 fourth day of September, 2003 A.D., do hereby congratulate Anthony and Cristina on the birth of their son, Dean Paul, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

*CONGRATULATIONS EXTENDED TO TONY AND MARGARET HEINRICHS
ON BIRTH OF SON, JACOBI PAUL.*

WHEREAS, A new citizen came into the world, Jacobi Paul Heinrichs, son of Tony and Margaret, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; 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, Jacobi Paul 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 fourth day of September, 2003 A.D., do hereby congratulate Tony and Margaret on the birth of their son, Jacobi Paul, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

*CONGRATULATIONS EXTENDED TO JOSEPH AND KRISTINA MARZANO
ON BIRTH OF SON, SANTINO METRO.*

WHEREAS, A new citizen came into the world, Santino Metro Marzano, son of Joseph and Kristina, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; 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, Santino Metro 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 fourth day of September, 2003 A.D., do hereby congratulate Joseph and Kristina on the birth of their son, Santino Metro, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

CONGRATULATIONS EXTENDED TO ANTHONY AND CAROLINE SWAN
ON BIRTH OF SON, OWEN MARTIN.

WHEREAS, A new citizen came into the world, Owen Martin Swan, son of Anthony and Caroline, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; 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, Owen Martin 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 fourth day of September, 2003 A.D., do hereby congratulate Anthony and Caroline on the birth of their son, Owen Martin, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

*CONGRATULATIONS EXTENDED TO AMADOR AND JOCELYN TIBAR
ON BIRTH OF SON, CHRISTOPHER JOHN.*

WHEREAS, A new citizen came into the world, Christopher John Tibar, son of Amador and Jocelyn, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; 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, Christopher 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 fourth day of September, 2003 A.D., do hereby congratulate Amador and Jocelyn on the birth of their son, Christopher John, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

*CONGRATULATIONS EXTENDED TO NEWLYWEDS
THEODORE AND ELAINE KANELAKES.*

WHEREAS, On Sunday, August 24, 2003 family and friends gathered to celebrate the wedding of Theodore M. Kanellakes and Elaine A. Hondros; and

WHEREAS, The Chicago City Council has been informed of this joyous celebration by Alderman Margaret Laurino; and

WHEREAS, Theodore and Elaine's strong example of love and devotion to each other and their family serves as an inspiration to one and all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this fourth day of September, 2003 A.D., do hereby congratulate Theodore and Elaine on this special time of their lives together and we also wish them many more years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to newlyweds Theodore and Elaine Kanellakes.

CONGRATULATIONS EXTENDED TO NEWLYWEDS JAIME
GASCON AND JENNIFER C. MANALOTO.

WHEREAS, On Saturday, October 4, 2003, family and friends will gather to celebrate the wedding of Jaime Gascon and Jennifer C. Manaloto; and

WHEREAS, The Chicago City Council has been informed of this joyous celebration by Alderman Margaret Laurino; and

WHEREAS, Jaime and Jennifer's strong example of love and devotion to each other and their family serves as an inspiration to one and all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this fourth day of September, 2003 A.D., do hereby congratulate Jaime and Jennifer on this special time of their lives together and we also wish them many more years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jaime Gascon and Jennifer C. Manaloto.

CONGRATULATIONS EXTENDED TO MS. CHARLOTTE KIM ON
RECEIPT OF 2003 KATHY OSTERMAN AWARD.

WHEREAS, Each year those government employees whose diligence, superior performance and achievement at work and in their private lives demonstrates exemplary public service are honored with the Kathy Osterman Award; and

WHEREAS, This year's winner of the Kathy Osterman Award in the Outstanding Supervisory Employee category is Charlotte Kim, Assistant Commissioner, Neighborhood Services, Chicago Public Library; and

WHEREAS, Charlotte Kim has been committed to the educational and cultural needs of the people of Chicago since 1986, when she joined the Chicago Public Library as branch manager of the Albany Park Branch Library; and

WHEREAS, Charlotte has been recognized internationally for her achievements in community service and leadership. In 2002, she was awarded a Presidential Citation by the President of the Republic of Korea for her leadership and contributions to the Chicago Korean American community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this fourth day of September, 2003 A.D., do hereby congratulate Charlotte Kim on being awarded the 2003 Kathy Osterman Award in the Outstanding Supervisory Employee category and extend our best wishes for her continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Charlotte Kim.

Presented By

**ALDERMAN LAURINO (39th Ward) And
ALDERMAN DOHERTY (41st Ward):**

TRIBUTE TO LATE MR. CHRISTOPHER V. BARAGLIA.

WHEREAS, God in His infinite wisdom has called Christopher V. Baraglia to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino and Alderman Brian Doherty; and

WHEREAS, Christopher V. Baraglia, beloved husband of Renee, was a vital and active member of his community. The loving father of Jeri and Jodi; loving son of the late William and Geraldine Baraglia; fond brother of Mary Ann (Norman) Hudie

and William; dear son-in-law of Frank and Lolo Pavlik; dear uncle of Lynn (Robert) Wankowski, Valerie (Robert) Alcock and the late Phillip J. Hudie, Stephanie, Stacey, Samantha, Jenna and Frankie; great uncle of Christopher W. Hudie and Conner Alcock; brother-in-law of Doreen (Tom) Kaspar and Frank (Christine) Pavlik; cousin, friend and co-worker of many, Christopher V. Baraglia leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Christopher was the 41st Ward Streets and Sanitation superintendent and a member of the department for over thirty years; and

WHEREAS, Christopher was a talented athlete throughout his life whether on the basketball court, behind a ping-pong table or out on a softball field; and

WHEREAS, Christopher V. Baraglia 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 fourth day of September, 2003 A.D., do hereby express our sorrow on the death of Christopher V. Baraglia 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 Christopher V. Baraglia.

Presented By

ALDERMAN O'CONNOR (40th Ward):

CONGRATULATIONS AND BEST WISHES EXTENDED TO
MR. TIMOTHY R. HARRINGTON ON RETIREMENT
FROM PUBLIC SERVICE.

WHEREAS, Timothy R. Harrington is retiring after thirty-one and one-half years of service to the citizens of Chicago; and

WHEREAS, He began working for the City of Chicago on March 6, 1972 and worked in the Department of Public Works, the Office of Budget and Management,

the Department of Planning, the City Council Committee on Budget and Government Operations, the Department of Streets and Sanitation and the Department of Water Management; and

WHEREAS, He worked in the Department of Water Management for the last ten years to improve operations and increase security; and

WHEREAS, Tim Harrington was a member of the Class of 1964 of Mount Carmel High School and is an alumnus of Loyola University where he received a bachelor's of philosophy in 1969; and

WHEREAS, He received his masters of business administration in economics, with honors, from DePaul University in 1981; and

WHEREAS, Tim and Virginia Morin were married on May 1, 1977 and celebrated the birth of their son, Adam on November 9, 1980; and

WHEREAS, Adam, currently a reporter for the City News Bureau, graduated from the University of Chicago on June 1, 2002, one month after Tim and Virginia celebrated their twenty-fifth anniversary; and

WHEREAS, Tim will be sorely missed by his colleagues at the Department of Water Management, as well as all who served with and were served by him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, meeting this fourth day of September, 2003, do hereby extend to Timothy R. Harrington our heartiest congratulations upon his retirement after thirty-one and one-half years of exemplary service to the citizens of Chicago and offer to him our sincerest and best wishes for good fortune and prosperity as he and Virginia embark on the next phase of their lives.

Presented By

ALDERMAN NATARUS (42nd Ward):

CONGRATULATIONS EXTENDED TO MR. JIMMY DAMON FOR
OUTSTANDING ACCOMPLISHMENTS AND CONTRIBUTIONS
TO ENTERTAINMENT INDUSTRY.

WHEREAS, Jimmy Damon has been singing since the tender age of four; and

WHEREAS, Jimmy Damon has had the great fortune of performing with legendary acts such as George Burns, Elvis Presley, Johnny Cash, Jerry Lewis, Joan Rivers, Milton Berle, Bob Newhardt and Danny Thomas; and

WHEREAS, Jimmy Damon became the youngest recording artist in country music for Sun Records; Damon's hit song was "If I Had My Way"; and

WHEREAS, Jimmy Damon had his very own NBC dance party television show entitled, "The Big Beat"; and

WHEREAS, Jimmy Damon has been a strong supporter of charitable organizations including: City of Hope National Medical Center, United Cerebral Palsy, March of Dimes, Ronald McDonald House Charities, Jerry Lewis' Muscular Dystrophy and Lombard Cancer Clinic; and

WHEREAS, Jimmy Damon has been afforded the great honor of performing for each Chicago mayor since the administration of The Honorable Richard J. Daley, Sr.; the current mayor of Chicago, The Honorable Richard M. Daley, proclaimed August 12, 1995 as "Jimmy Damon Day in Chicago" to recognize Mr. Damon's selfless civic contributions; and

WHEREAS, Jimmy Damon was honored as "Entertainer of the Jubilee" by the Catholic Church; and

WHEREAS, Jimmy Damon is the only signer authorized by "Old Blue Eyes" himself, Frank Sinatra, to sing his songs during his lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourth day of September, 2003, do hereby congratulate Jimmy Damon on his many accomplishments; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Jimmy Damon.

*BEST WISHES EXTENDED TO NORTH STATE, ASTOR, LAKE
SHORE DRIVE ASSOCIATION ON HOSTING ANNUAL
EVENING ON ASTOR 2003.*

WHEREAS, The North State, Astor, Lake Shore Drive Association is committed to

keeping their residents informed of current local events and issues via newsletters; and

WHEREAS, The North State, Astor, Lake Shore Drive Association is dedicated to beautifying and protecting their neighborhood; and

WHEREAS, The North State, Astor, Lake Shore Drive Association has established a rapport with the 18th District Police Department; The Honorable Vi Daley, Alderman of the 43rd Ward and The Honorable Burton F. Natarus, Alderman of the 42nd Ward; and

WHEREAS, The North State, Astor, Lake Shore Drive Association holds an annual street party where residents can come out to eat, drink, dance and party in the streets; and

WHEREAS, The North State, Astor, Lake Shore Drive Association's annual street party attracts more than eight hundred people each year; and

WHEREAS, The North State, Astor, Lake Shore Drive Association puts all the proceeds received from their annual event back into the community by planting flowers and rewarding those neighborhoods who make significant improvements to the neighborhood; and

WHEREAS, The North State, Astor, Lake Shore Drive Association will hold "Evening on Astor 2003" on September 3, 2003 from 5:30 P.M. to 8:30 P.M. on Astor Street between Banks and Goethe Streets; and

WHEREAS, Admission to "Evening on Astor 2003" is free; and

WHEREAS, Participants of "Evening on Astor 2003" can enjoy the music of the Michael Lerich Orchestra; and for a small fee, partygoers can dine on food provided by Mario's Gold Coast Ristorante and ice cream from Ben and Jerry's; and

WHEREAS, Children may play games, win prizes and get their faces painted; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourth day of September, 2003, do hereby wish The North State, Astor, Lake Shore Drive Association much success on their annual street party, "Evening on Astor 2003"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The North State, Astor, Lake Shore Drive Association.

*CONGRATULATIONS EXTENDED TO THE CHICAGO CENTER
FOR PSYCHOANALYSIS FOR CONTRIBUTIONS TO
MENTAL HEALTH PROFESSION.*

WHEREAS, The Chicago Center for Psychoanalysis (C.C.P.) was established in 1983 by four students; and

WHEREAS, The Chicago Center for Psychoanalysis was incorporated in 1984 in the State of Illinois; and

WHEREAS, The Chicago Center for Psychoanalysis is a nondiscriminatory, non-profit organization that offers full training in the theory and clinical practice of psychoanalysis for mental health professionals; and

WHEREAS, The Chicago Center for Psychoanalysis seeks to orient students with psychoanalytical practice by offering educational opportunities given by the best educators in the field who base their lessons on comparative analyses of various theoretical models; and

WHEREAS, The Chicago Center for Psychoanalysis is cost-conscious, basing their annual tuition fees upon the projected yearly expenses for instructors, support services and curriculum material divided by the number of students in attendance for that fiscal year; these measures are taken to keep costs for students at a minimum; and

WHEREAS, The Chicago Center for Psychoanalysis's administrative staff and Board of Directors work on a volunteer basis; and

WHEREAS, The Chicago Center for Psychoanalysis's curriculum has been designed to be innovative without neglecting the basic aspects of a classical psychoanalytic education; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourth day of September, 2003, do hereby congratulate The Chicago Center for Psychoanalysis on their founding; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Chicago Center for Psychoanalysis.

Presented By

**ALDERMAN NATARUS (42nd Ward),
ALDERMAN MATLAK (32nd Ward) And
ALDERMAN DALEY (43rd Ward):**

**GRATITUDE EXTENDED TO POLICE CAPTAIN TERRENCE MC CUE
FOR DEDICATED PUBLIC SERVICE.**

WHEREAS, The 18th District Police Department will hold its Officer Appreciation Day on Friday, September 12, 2003 at the 18th District Police Station located at 1160 North Larrabee Street, Chicago, Illinois 60610; and

WHEREAS, Officer Appreciation Day has been set aside to pay tribute, honor and acknowledge police officers who have done an exceptional job at helping to keep the citizens of the City of Chicago safe and protected; and

WHEREAS, Captain Terrence McCue, Star Number 118, will be honored at the 18th District Police Department's Officer Appreciation Day; and

WHEREAS, Captain Terrence McCue began his career as a police officer on July 22, 1968; he joined the 18th District as a lieutenant on June 1, 1985; Lieutenant McCue was then promoted to captain on January 31, 2001, following many successful years as watch commander, a position he continues to hold on 018's 2nd Watch; and

WHEREAS, Captain Terrence McCue is one of the most respected police officers and watch commanders in the Chicago Police Department and is recognized as the "heart and soul" of 018; and

WHEREAS, Captain Terrence McCue insists that as watch commander his fellow officers work "with him" and not "for him"; and

WHEREAS, Captain Terrence McCue is often quoted saying, "We were put on this planet to help other people"; and

WHEREAS, Captain Terrence McCue considers the Chicago Police Department to be a part of his extended family, of which he is very proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourth day of September, 2003, do hereby

congratulate Captain Terrence McCue on thirty-five years of service and salute him for his dedication and accomplishments; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Captain Terrence McCue.

Presented By

ALDERMAN DALEY (43rd Ward):

TRIBUTE TO LATE MR. JON M. GREGG.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Jon M. Gregg, outstanding lawyer, citizen and friend, July 7, 2003, at the age of fifty-nine years; and

WHEREAS, A graduate of the University of Illinois at Champaign-Urbana, Jon M. Gregg later earned his law degree from Harvard University and thereafter was immediately hired by Sidley & Austin. The firm is now known as Sidley Austin Brown & Wood, and Mr. Gregg was to spend his entire law career there, specializing in international securities and mergers and helping some of Canada's largest transportation, energy and travel firms through mergers and acquisitions; and

WHEREAS, Jon M. Gregg was able to fulfill a keen childhood interest in flying. His sure hand in business and legal ventures was of great use in the cockpits of his treasured airplanes. He loved precision flying, and flew biplanes in competition. Airplanes may well have been his preferred mode of transportation, and he flew happily and often; and

WHEREAS, Jon M. Gregg was a devoted husband and father who bequeathed to his survivors exemplary warmth and consideration toward others, the tireless search for perfection, a profound appreciation of beauty, most tangibly in 20th century French art, fine wines and gourmet dining, and the love of flying. It may be of some consolation to his lovely wife, Carol, their four children, other family members and friends that, as the plane he was flying went into Lake Ontario a mile from the Toronto airport during a July fog, Jon M. Gregg died while doing something he truly loved; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of September, 2003, do hereby express our sorrow on the death of Jon M. Gregg and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Jon M. Gregg and family.

TRIBUTE TO LATE MR. SIDNEY J. "BUDDY" MARX.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Sidney J. "Buddy" Marx, beloved citizen and friend, at the age of seventy-two years; and

WHEREAS, Buddy Marx was born in Chicago November 5, 1930, near his father's Hyde Park butcher shop. He attended Kozminski Elementary School and Hyde Park High School where he developed lifelong interests in art, music and theater; and

WHEREAS, Upon his high school graduation, Buddy Marx joined the United States Army where he served his country honorably as a special agent in the Counter-Intelligence Corps and was sent all over the United States; and

WHEREAS, From this point on, Buddy Marx was to become something of a Renaissance man. Following his military service he bought a gas and service station in Hyde Park and worked there diligently pumping gas. He co-founded Allstate Appraisal, Inc. in 1960, and was a principal owner and director of the Ashland State Bank until 1990. In 1966, he founded Carnegie Credit Corporation, and was president of this successful mortgage lending firm for the rest of his life. He was also a vital force in real estate circles, having been responsible for some of Chicago's first loft conversions in the River North area, and having owned and developed some smaller suburban office buildings and shopping centers; and

WHEREAS, An immensely successful entrepreneur by 1989, Sidney J. Marx joined his wife, the former Bonnie Willman, in establishing the Marx Gallery in the River North district. It was one of the first galleries devoted exclusively to art glass, and it rapidly grew to national and international prominence, representing major glass sculptors throughout the United States. In 1995, it became Marx-Saunders Gallery, Ltd.; and

WHEREAS, Sharing his love of art, Sidney J. Marx made many donations of public art, including, in the Lincoln Park neighborhood, the popular William Carlson sculpture at Clark and Armitage entitled "Delicato Balencia"; and

WHEREAS, Sidney J. "Buddy" Marx leaves to celebrate his life his devoted wife; sons, Steven and Kenny (Arica); daughter, Kimberly (Chris) Radostis; granddaughter, Isabel Joy; 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 fourth day of September, 2003, do hereby express our sorrow on the death of Sidney J. "Buddy" Marx and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Sidney J. "Buddy" Marx and family.

**CONGRATULATIONS EXTENDED TO BRIAN AND CAROL ABRAHAMS
ON BIRTH OF DAUGHTER, EMMA ROSE.**

WHEREAS, Carol Abrahams and Brian Abrahams brought a brand new baby into the world on Tuesday July 22, 2003, at 4:12 P.M.; and

WHEREAS, On that date the City of Chicago's newest citizen Emma Rose Abrahams made her first appearance -- all eight pounds fifteen ounces and stretching the tape at twenty-one and one-half inches; and

WHEREAS, On that date she joined her proud brothers Coby, eight and Jonah, five into the family; and

WHEREAS, The joy spread throughout the neighborhood and to the family's many dear friends and loving relatives, particularly the new grandparents, Betty and Julian Henriques and Cecile Abrahams; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of September 2003, do hereby extend our heartiest congratulations to Carol and Brian Abrahams and proudly welcome their daughter Emma Rose Abrahams to our city where we are confident that she will grow and prosper and following in her family's footsteps make significant contributions to our community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Emma Rose Abrahams.

*GRATITUDE EXTENDED TO MS. HELEN SHAW AND RANCH
TRIANGLE ASSOCIATION FOR CONTRIBUTIONS TO
LINCOLN PARK COMMUNITY.*

WHEREAS, The Ranch Triangle Association is a highly respected community organization representing one of the most admired neighborhoods in the Lincoln Park community of the City of Chicago; and

WHEREAS, Helen Shaw has been a resident of the Ranch Triangle for over twenty years time and for that entire time has been an active leader and participant in community endeavors; and

WHEREAS, She has served the Ranch Triangle Association tirelessly as president and in other capacities; and

WHEREAS, She has served as chair of the Ranch fund-raiser, helping to raise needed funds for the Association's community activities; and

WHEREAS, She served as a member of the Association's nominating committee, helping to fill slots on the Association's board with others who would help in the Association's work for the community; and

WHEREAS, She has served as the Association's planning chair on numerous occasions using her legendary knowledge of zoning, planning, city departments, regulations, and not least of all, neighborhood history, to the area's benefit in helping to maintain the character of the Ranch neighborhood; and

WHEREAS, She has used her energies tirelessly to serve the Association by attending any given meeting, court date and public hearings on behalf of the neighborhood she loves; and

WHEREAS, She and her family are relocating to the State of Maine, and the Pine Tree State's gain is the neighborhood's loss. We wish her and her family the very best in their new life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of September, 2003, do hereby honor and express our appreciation for the accomplishments and dedicated service of Helen Shaw to the community represented by the Ranch Triangle Association; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Helen Shaw.

Presented By

ALDERMAN SHILLER (46th Ward):

**MR. JIM PLUNKETT HONORED FOR PUBLIC EDUCATION
EFFORTS IN FIRE PREVENTION.**

WHEREAS, In conjunction with the Lombard Fire Department, Jim Plunkett is the current president of the Illinois State Fire Marshal Task Force of Juvenile Fire Setting and a member of the Illinois Fire Inspectors Public Education Committee; and

WHEREAS, Mr. Plunkett also works closely with the City of Chicago's Fire Prevention Unit; and

WHEREAS, He has volunteered his services to prevent children from becoming victims of fire; and

WHEREAS, Mr. Plunkett has trained over five hundred Department of Children and Family Services and private agency staff and fifty teen parents in Fire Prevention and Home Safety in the Chicago metropolitan area; and

WHEREAS, Department of Children and Family Services and private agency staff are extremely grateful to have attended his sessions; and

WHEREAS, The Office of the Inspector General, Department of Children and Family Services for the State of Illinois will be honoring Jim Plunkett, Public Education Officer of the Lombard Fire Department, on October 2, 2003; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, do hereby commend and congratulate Mr. Jim Plunkett for his service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Jim Plunkett.

MATTERS PRESENTED BY THE ALDERMEN.

***(Presented By Wards, In Order, Beginning
With The First Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred -- ESTABLISHMENT OF LOADING ZONES
AT SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

9/4/2003

NEW BUSINESS PRESENTED BY ALDERMEN

7581

Alderman	Location, Distance And Time
<i>FLORES</i> (1 st Ward)	West Hirsch Street, at 2330, for three parking spaces -- 6:00 A.M. to 4:00 P.M. -- Monday through Friday (school bus loading zone);
<i>HAITHCOCK</i> (2 nd Ward)	South Wabash Avenue, at 1307, for a distance of 50 feet -- 15 minute limit -- unattended vehicles must have hazard lights activated -- 10:00 A.M. to 3:00 A.M. -- daily;
<i>CARDENAS</i> (12 th Ward)	West Cermak Road, at 3005 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
<i>TROUTMAN</i> (20 th Ward)	West 64 th Street, at 314 -- 320, for two parking spaces -- at all times -- daily;
<i>CHANDLER</i> (24 th Ward)	West Fifth Avenue, at 3951 -- 3959 -- 8:00 A.M. to 8:00 P.M. -- daily;
<i>SOLIS</i> (25 th Ward)	South Blue Island Avenue, at 1927 -- 15 minute limit with hazard lights activated -- 6:30 A.M. to 5:00 P.M. -- Monday through Friday;
	South Canalport Avenue, at 1808 -- 30 minute limit with hazard lights activated -- 6:00 A.M. to 4:00 P.M. -- Monday through Friday;
	South Canalport Avenue, at 1814 -- 30 minute limit with hazard lights activated -- 6:00 A.M. to 4:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
	West 18 th Street, at 551 -- 30 minute limit with hazard lights activated -- 6:00 A.M. to 4:00 P.M. Monday through Friday;
	West 18 th Street, at 2133 -- 15 minute limit with hazard lights activated -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
OCASIO (26 th Ward)	West Hubbard Street, at 2440, for a distance of 75 feet thereof -- 9:30 A.M. to 4:30 P.M. -- Monday through Friday;
BURNETT (27 th Ward)	North Aberdeen Street, at 409 -- at all times -- daily;
	West Chicago Avenue, at 815 -- at all times -- daily;
	West Kinzie Street, at 1900 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;
	North Larrabee Street, at 761 -- 7:00 A.M. to 2:00 A.M. -- daily;
	North Milwaukee Avenue, at 670 -- 6:00 A.M. to 5:00 P.M. -- Monday through Saturday;
	North Sangamon Street, at 731 -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
	North Sangamon Street, at 767 -- 793 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;

9/4/2003

NEW BUSINESS PRESENTED BY ALDERMEN 7583

Alderman	Location, Distance And Time
	West Superior Street, at 800 -- at all times -- daily;
CAROTHERS (29 th Ward)	North Waller Avenue, at 952 -- 15 minute limit with hazard lights activated -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
REBOYRAS (30 th Ward)	West Armitage Avenue, at 3959 -- 7:00 A.M. to 1:00 A.M. -- daily;
	North Central Avenue, at 2500 -- 7:00 A.M. to 3:00 P.M. -- daily;
	North Central Avenue, at 2600 -- 7:00 A.M. to 3:00 P.M. -- daily;
	North Pulaski Road, at 3466 -- 30 minute limit -- 9:00 A.M. to 9:00 P.M. -- Tuesday through Saturday;
SUAREZ (31 st Ward)	North Karlov Avenue (west side) at West Parker Avenue and North Karlov Avenue (southwest) extending 60 feet south of the intersection -- at all times -- daily (tow-away zone);
	West Schubert Avenue, at 4020, extending 90 feet west of the alley (south side) at all times -- daily (tow-away zone);
MATLAK (32 nd Ward)	West Belmont Avenue, at 1410 -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday;
	North Milwaukee Avenue, at 1639 -- 10:00 A.M. to 8:00 P.M. -- Monday through Saturday;

Alderman	Location, Distance And Time
NATARUS (42 nd Ward)	West Chestnut Street (north side) at 8 -- at all times -- daily (in lieu of six parking meters);
	North Clark Street, from 1101 to 1111 -- 15 minute limit -- unattended vehicles must have hazard lights activated -- 9:00 A.M. to 10:00 P.M. -- Monday through Friday and 9:00 A.M. to 7:00 P.M. -- Saturday (in lieu of three parking meters);
	North Clark Street, at 1110 -- 15 minute limit -- unattended vehicles must have hazard lights activated -- 9:00 A.M. to 10:00 P.M. -- Monday through Friday and 9:00 A.M. to 7:00 P.M. -- Saturday;
	East Illinois Street, at 456 -- 15 minute limit -- unattended vehicles must have hazard lights activated -- 9:00 A.M. to 9:00 P.M. -- daily;
	West Ohio Street, at 8 -- 15 minute limit -- unattended vehicles must have hazard lights activated -- 9:30 A.M. to 4:00 P.M. and 6:00 P.M. to 9:00 P.M. -- Monday through Friday;
TUNNEY (44 th Ward)	West Randolph Street, at 188 (on the east side of North Wells Street) at all times -- daily;
	West Belmont Avenue, at 928 -- 930 -- 15 minute limit with hazard lights activated -- at all times -- daily (tow-away zone).

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE AT
3733 WEST GRAND AVENUE.

Alderman Ocasio (26th 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 Grand Avenue, at 3733" and inserting in lieu thereof: "West Grand Avenue, at 3737", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE/TOW-AWAY ZONE
AT 100 WEST HURON STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones/tow-away zones on portions of specified public ways by striking the words: "West Huron Street, at 100 -- no parking/loading zone/tow-away zone" and inserting in lieu thereof: "West Huron Street, at 100 -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE ON PORTION
OF NORTH LEAVITT STREET.

Alderman Flores (1st 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 Leavitt Street, at 2905 -- 15 minute loading zone with flashing lights" and inserting in lieu thereof: "North Leavitt Street, at 2905 -- 6:30 A.M. to 6:30 P.M. -- 15 minute loading zone with flashing lights", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE ON PORTION
OF WEST MONTROSE AVENUE.

Alderman Schulter (47th 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 (south side) from a point 124 feet east of North Winchester Avenue, to a point 25 feet east thereof -- 15 minute loading zone with flashing lights" and inserting in lieu thereof: "West Montrose Avenue (south side) from a point 112 feet east of North Winchester Avenue, to a point 37 feet east thereof -- 15 minute loading zone with flashing lights -- 11:00 A.M. to 1:00 A.M. -- Sunday through Thursday and 11:00 A.M. to 3:00 A.M. -- Friday and Saturday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE AT
232 EAST OHIO STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "East Ohio Street, at 232 -- 9:00 A.M. to 6:00 P.M. -- daily" and inserting in lieu thereof: "East Ohio Street, at 232 -- at all times -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR EXTENSION
OF LOADING ZONES ON PORTIONS OF
NORTH LINCOLN AVENUE.

Alderman Daley (43rd Ward) presented three proposed ordinances to give consideration to the extension of loading zones in effect at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

North Lincoln Avenue (west side) at 2242 -- extend existing loading zone an additional 40 feet south thereof -- 15 minute limit with hazard lights activated -- 8:00 P.M. to 3:00 A.M. -- Thursday, Friday and Saturday;

North Lincoln Avenue (east side) at 2251 -- extend existing loading zone an additional 55 feet south thereof -- 15 minute limit with hazard lights activated -- 6:00 P.M. to 3:00 A.M. -- Thursday, Friday and Saturday;

North Lincoln Avenue (west side) at 2270 -- extend existing loading zone an additional 20 feet south thereof -- 15 minute limit with hazard lights activated -- 8:00 P.M. to 3:00 A.M. -- Thursday, Friday and Saturday.

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 Direction
HAITHCOCK (2 nd Ward)	South Dearborn Street, at 727, for a distance of 50 feet -- at all times -- daily;
NATARUS (42 nd Ward)	East Chestnut Street, at 111 -- 6:00 A.M. to 10:00 P.M. -- daily (in lieu of parking meters 223050, 223051 and 223052); North Larrabee Street, at 758 (One River Plaza) at all times -- daily;
SCHULTER (47 th Ward)	North Western Avenue, at 4351 -- 9:00 A.M. to 5:00 P.M. -- daily.

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 the public ways specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Direction
<i>STROGER</i> (8 th Ward)	South Avalon Avenue, in the 9500 block -- northerly and East 95 th Place at 1248 (the "T" of the above alley) westerly; Alley between South Cornell Avenue and South Stony Island Avenue, in the 8900 block -- northerly;
<i>BEALE</i> (9 th Ward)	South Yale Avenue, from East 100 th Street to East 101 st Street -- southerly;
<i>CÁRDENAS</i> (12 th Ward)	West 23 rd Street, from South Marshall Boulevard to South California Avenue -- easterly;
<i>MURPHY</i> (18 th Ward)	South Oakley Avenue, from 7100 to 7400 -- northerly; West 82 nd Street, from South Homan Avenue to South St. Louis Avenue -- westerly (southerly direction only to West 83 rd Street);
<i>RUGAI</i> (19 th Ward)	South Hale Avenue, from 11500 to 11700 -- southerly.

Referred -- CONSIDERATION OF TWO-WAY TRAFFIC ON
PORTIONS OF SPECIFIED PUBLIC WAYS.

Alderman Balcer (11th Ward) presented two proposed orders authorizing the Commissioner of Transportation to give consideration to allow traffic to flow in both directions on portions of the public ways specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South Lowe Avenue, from West 25th Place to West 26th Street; and

West 25th Place, from South Lowe Avenue to South Canal Street.

Referred -- CONSIDERATION FOR INSTALLATION OF
PARKING METERS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of parking meters at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
BURKE (14 th Ward)	South Archer Avenue, at 4151 -- 4163 (extension to existing area);
TROUTMAN (20 th Ward)	South Winchester Avenue (both sides) from West 47 th Street to the first north and south alleys thereof -- 2 hour parking -- 25 cents per hour -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;

Alderman

Location

West 47th Street (both sides) from South
Honore Street to South Damen
Avenue -- 2 hour parking -- 25 cents
per hour -- 8:00 A.M. to 9:00 P.M. --
Monday through Saturday.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
INSTALLATION OF PARKING METERS AT 928 -- 300
WEST BELMONT AVENUE.

Alderman Tunney (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which authorized the installation of parking meters at specified locations by striking the words: "West Belmont Avenue, at 928 -- 300 (two parking meters)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR REMOVAL OF PARKING METERS
AT 2546 -- 2548 WEST DEVON AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance authorizing the Commissioner of Transportation to give consideration to the removal of Parking Meters 10264 and 10289 located at 2546 -- 2548 West Devon Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

9/4/2003

NEW BUSINESS PRESENTED BY ALDERMEN

7591

Alderman	Location, Distance And Time
<i>BURNETT</i> (27 th Ward)	West Kingsbury Street, between North Larrabee Street and North Oak Street -- at all times -- daily;
<i>LEVAR</i> (45 th Ward)	North Milwaukee Avenue, at 5872 (on North Medina Avenue side of property) from North Milwaukee Avenue west to the first alley on the south side of the street -- 2 hour parking -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>TILLMAN</i> (3 rd Ward)	South Union Avenue, at 5717 (Handi-capped Parking Permit 38337);
<i>PRECKWINKLE</i> (4 th Ward)	South Drexel Boulevard, at 4846½ (Handicapped Parking Permit 38590);
<i>LYLE</i> (6 th Ward)	South Eggleston Avenue, at 6946 (Handi-capped Parking Permit 37615); South Green Street, at 6825 (Handi-capped Parking Permit 36990);

Alderman	Location And Distance
	South Green Street, at 6831 (Handi- capped Parking Permit 37603);
	South Indiana Avenue, at 7339 (Handi- capped Parking Permit 37613);
	South Indiana Avenue, at 7440 (Handi- capped Parking Permit 38052);
	South Indiana Avenue, at 7826 (Handi- capped Parking Permit 35989);
	South Langley Avenue, at 7424 (Handi- capped Parking Permit 36984);
	South Prairie Avenue, at 7305 (Handi- capped Parking Permit 37600);
	South Prairie Avenue, at 8046 (Handi- capped Parking Permit 37599);
	South Vernon Avenue, at 8042 (Handi- capped Parking Permit 36002);
	East 91 st Street, at 614 (Handicapped Parking Permit 38238);
BEAVERS (7 th Ward)	South Luella Avenue, at 7604 (Handi- capped Parking Permit 37878);
STROGER (8 th Ward)	South Bennet Avenue, at 9021 (Handi- capped Parking Permit 38763);
	South Dauphin Avenue, at 8848 (Handi- capped Parking Permit 32099);
	South Ellis Avenue, at 9811 (Handi- capped Parking Permit 37886);

9/4/2003

NEW BUSINESS PRESENTED BY ALDERMEN

7593

Alderman	Location And Distance
	South Greenwood Avenue, at 7933 (Handicapped Parking Permit 37887);
	South Oglesby Avenue, at 8423 (Handicapped Parking Permit 39013);
	South Oglesby Avenue, at 8519 (Handicapped Parking Permit 32312);
	South Oglesby Avenue, at 8553 (Handicapped Parking Permit 37885);
	East 78 th Street, at 1646 (Handicapped Parking Permit 34324);
	East 93 rd Street, at 1633 (Handicapped Parking Permit 37679);
<i>BEALE</i> (9 th Ward)	South Forest Avenue, at 10815 (Handicapped Parking Permit 35206);
	South Wabash Avenue, at 10545 (Handicapped Parking Permit 37019);
	East 116 th Street, at 35 (Handicapped Parking Permit 29643);
<i>POPE</i> (10 th Ward)	South Buffalo Avenue, at 8732 (Handicapped Parking Permit 37411);
<i>BALCER</i> (11 th Ward)	South Emerald Avenue, at 3055 (Handicapped Parking Permit 38333);
	South Emerald Avenue, at 3231 (Handicapped Permit Avenue 38378);
	South Emerald Avenue, at 3321 (Handicapped Permit Avenue 37443);

Alderman

Location And Distance

South Loomis Street, at 2813 (Handi-
capped Parking Permit 38381);

South Loomis Street, at 2970 (Handi-
capped Parking Permit 38373);

South Lowe Avenue, at 3842 (Handi-
capped Parking Permit 37427);

West 33rd Place, at 1647 (Handicapped
Parking Permit 37426);

West 34th Street, at 1838 (Handicapped
Parking Permit 38369);

CÁRDENAS (12th Ward)

South Talman Avenue, at 4029 (Handi-
capped Parking Permit 36026);

South Washtenaw Avenue, at 4527
(Handicapped Parking Permit 33472);

South Washtenaw Avenue, at 4538
Handicapped Parking Permit 37068);

West 38th Street, at 2916 (Handicapped
Parking Permit 38603);

West 45th Place, at 2441 (Handicapped
Parking Permit 38224);

OLIVO (13th Ward)

South Karlov Avenue, at 6437 (except for
handicapped permit parking);

South Keating Avenue, at 6327 (except
for handicapped permit parking);

South Kolmar Avenue, at 5944 (except
for handicapped permit parking);

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NEW BUSINESS PRESENTED BY ALDERMEN

7595

Alderman	Location And Distance
	West 58 th Place, at 4117 (except for handicapped permit parking);
	West 65 th Street, at 3828 (except for handicapped permit parking);
<i>BURKE</i> (14 th Ward)	South Francisco Avenue, at 4446 (Handicapped Parking Permit 35782);
	South Karlov Avenue, at 4644 (Handicapped Parking Permit 35914);
	South Sacramento Avenue, at 4531 (Handicapped Parking Permit 35795);
<i>MURPHY</i> (18 th Ward)	South Kedvale Avenue, at 8322 (Handicapped Parking Permit 36663);
	South Maplewood Avenue, at 7024 (Handicapped Parking Permit 38317);
	South Richmond Street, at 8225 (Handicapped Parking Permit 38311);
	South Wood Street, at 8231 (Handicapped Parking Permit 38062);
	West 81 st Street, at 2560 (Handicapped Parking Permit 38328);
<i>MUNOZ</i> (22 nd Ward)	South Lawndale Avenue, at 3037 (Handicapped Parking Permit 36743);
	South Springfield Avenue, at 2651 (Handicapped Parking Permit 36742);
<i>ZALEWSKI</i> (23 rd Ward)	South Kildare Avenue, at 5442 (Handicapped Parking Permit 33047);

Alderman	Location And Distance
	West 64 th Street, at 6937 (Handicapped Parking Permit 37974);
CHANDLER (24 th Ward)	South Avers Avenue, at 1228 (Handicapped Parking Permit 36850);
	West Gladys Avenue, at 4845 (Handicapped Parking Permit 36853);
	South Millard Avenue, at 1438 (Handicapped Parking Permit 34207);
	West Van Buren Street, at 3923 (Handicapped Parking Permit 36970);
SOLIS (25 th Ward)	West Cullerton Street, at 2327, to extend one parking space (except for handicapped permit parking);
	West 17 th Street, at 1722, to extend one parking space (except for handicapped permit parking);
	West 19 th Street, at 2347, to extend one parking space (except for handicapped permit parking);
	West 23 rd Street, at 300 (except for handicapped permit parking);
OCASIO (26 th Ward)	West Dickens Avenue, at 3652, for a distance of 35 feet (Handicapped Parking Permit 37095);
	West Lawndale Avenue, at 2207, for a distance of 35 feet (Handicapped Parking Permit 37108);

Alderman	Location And Distance
<i>BURNETT</i> (27 th Ward)	North Avers Avenue, at 547 (Handi-capped Parking Permit 33709); North Harding Avenue, at 931 (Handi-capped Parking Permit 30751); North Kingsbury Street (west side) in the 900 block;
<i>CAROTHERS</i> (29 th Ward)	West Huron Street, at 5731 (Handi-capped Parking Permit 37259); North Parkside Avenue, at 1356 (Handi-capped Parking Permit 35984);
<i>REBOYRAS</i> (30 th Ward)	North Marmora Avenue, at 2431 (Handi-capped Parking Permit 35379);
<i>SUAREZ</i> (31 st Ward)	West Altgeld Street, at 4925 (Handi-capped Parking Permit 38404); West Deming Place, at 4647 (Handi-capped Parking Permit 38389); West Deming Place, at 5259 (Handi-capped Parking Permit 37054); North Kedvale Avenue, at 2315 (Handi-capped Parking Permit 38391); North Kildare Avenue, at 2912 (Handi-capped Parking Permit 38400); North Kolmar Avenue, at 2852 (Handi-capped Parking Permit 38386); North Laporte Avenue, at 2008 (Handi-capped Parking Permit 38397);

Alderman	Location And Distance
	West Parker Avenue, at 5231 (Handi- capped Parking Permit 37035);
<i>MATLAK</i> (32 nd Ward)	North Honore Street, at 3039 (Handi- capped Parking Permit 52984); North Hoyne Avenue, at 2072 (except for handicapped permit parking); North Winchester Avenue, at 1716 (except for handicapped permit parking);
<i>AUSTIN</i> (34 th Ward)	South Green Street, at 10153 (Handi- capped Parking Permit 35045);
<i>COLÓN</i> (35 th Ward)	North Albany Avenue, at 2933 (Handi- capped Parking Permit 34929); North Albany Avenue, at 3036 (Handi- capped Parking Permit 34933); North Bernard Street, at 3131 (Handi- capped Parking Permit 37927); North Christiana Avenue, at 2822 (Handicapped Parking Permit 37925); North Christiana Avenue, at 2824 (Handicapped Parking Permit 37933); West George Street, at 3049 (Handi- capped Parking Permit 37726); West Lyndale Street, at 3041 (Handi- capped Parking Permit 36483); North Ridgeway Avenue, at 2544 (Handi- capped Parking Permit 36884);

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NEW BUSINESS PRESENTED BY ALDERMEN

7599

Alderman

Location And Distance

North Sawyer Avenue, at 2020 (Handi-
capped Parking Permit 38079);

North Sawyer Avenue, at 3118 (Handi-
capped Parking Permit 37629);

North Spaulding Avenue, at 2754
(Handicapped Parking Permit 26046);

North Spaulding Avenue, at 2937
(Handicapped Parking Permit 37934);

North Whipple Street, at 3009 (Handi-
capped Parking Permit 37583);

BANKS (36th Ward)

West Altgeld Street, at 7109 (Handi-
capped Parking Permit 37552);

North Harlem Avenue (east side) from
West Wabansia Avenue to 1733 North
Harlem Avenue;

North Mont Clare Avenue, at 2617
(Handicapped Parking Permit 36181);

North Mont Clare Avenue, at 2647
(Handicapped Parking Permit 36179);

North Newland Avenue, at 1941 (Handi-
capped Parking Permit 38088);

North Newland Avenue, at 3618 (Handi-
capped Parking Permit 36263);

North Osage Avenue, at 3241 (Handi-
capped Parking Permit 36174);

North Panama Avenue, at 3434 (Handi-
capped Parking Permit 35459);

Alderman	Location And Distance
<i>MITTS</i> (37 th Ward)	North Lockwood Avenue, at 1432 (Handi- capped Parking Permit 34807); North Lorel Avenue, at 1151 (Handi- capped Parking Permit 36294); North Lorel Avenue, at 1633 (Handi- capped Parking Permit 36311);
<i>ALLEN</i> (38 th Ward)	West Cornelia Avenue, at 5536 (Handi- capped Parking Permit 33848); West Eddy Street, at 5731 (Handicapped Parking Permit 34363); North McVicker Avenue, at 4035 (Handi- capped Parking Permit 35037);
<i>LAURINO</i> (39 th Ward)	West Berteau Avenue, at 3745 (Handi- capped Parking Permit 37220); North Kildare Avenue, at 5121 (Handi- capped Parking Permit 37217); North Kolmar Avenue, at 5045 (Handi- capped Parking Permit 35575); North Monticello Avenue, at 5047 (Handicapped Parking Permit 35582); North Spaulding Avenue, at 4850 (Handicapped Parking Permit 37214);
<i>O'CONNOR</i> (40 th Ward)	North Artesian Avenue, at 5515 (Handi- capped Parking Permit 36919); North Ravenswood Avenue, at 6221 (Handicapped Parking Permit 36535);

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NEW BUSINESS PRESENTED BY ALDERMEN

7601

Alderman	Location And Distance
	North Troy Street, at 6040 (Handicapped Parking Permit 39087);
LEVAR (45 th Ward)	North Laramie Avenue, at 5317 (Handicapped Parking Permit 37462); North Mason Avenue, at 4969 (Handicapped Parking Permit 37457);
SCHULTER (47 th Ward)	North Paulina Street, at 4635 (Handicapped Parking Permit 37641);
STONE (50 th Ward)	West Arthur Avenue, at 2134 (except for handicapped permit parking); West Fitch Avenue, at 2800 (except for handicapped permit parking); West Fitch Avenue, at 2822 (except for handicapped permit parking); West Jarvis Avenue, at 2910 (except for handicapped permit parking); North Sacramento Avenue, at 6342 (except for handicapped permit parking); North Troy Street, at 6040 (except for handicapped permit parking).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
9617 SOUTH AVENUE L.

Alderman Pope (10th Ward) presented a proposed ordinance to amend a previously

passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Avenue L, at 9617 (Handicapped Parking Permit 18971)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2911 WEST ARGYLE STREET.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Argyle Street, at 2911 (Handicapped Parking Permit 26433)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4937 SOUTH ARTESIAN AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Artesian Avenue, at 4937 (Handicapped Parking Permit 11514)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6128 WEST BARRY AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of

specified public ways by striking the words: "West Barry Avenue, at 6128", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7734 SOUTH CALUMET AVENUE.

Alderman Lyle (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Calumet Avenue, at 7734 (Handicapped Parking Permit 11752)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6228 WEST CATALPA AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Catalpa Avenue, at 6228 (Handicapped Parking Permit 33894)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2153 WEST CATON STREET.

Alderman Matlak (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of

specified public ways by striking the words: "West Caton Street, at 2153 (Handicapped Parking Permit 11978)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4743 SOUTH CHAMPLAIN AVENUE.

Alderman Preckwinkle (4th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Champlain Avenue, at 4743 (Handicapped Parking Permit 12229)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1808 WEST ERIE STREET.

Alderman Flores (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Erie Street, at 1808 (Handicapped Parking Permit 20288)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8406 SOUTH EUCLID AVENUE.

Alderman Stroger (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of

specified public ways by striking the words: "South Euclid Avenue, at 8406 (Handicapped Parking Permit 8338)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7200 SOUTH EVANS AVENUE.

Alderman Lyle (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Evans Avenue, at 7200 (Handicapped Parking Permit 18339)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6423 NORTH FAIRFIELD AVENUE.

Alderman Stone (50th 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 Fairfield Avenue, at 6423 (Handicapped Parking Permit 20241)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6242 WEST GRACE STREET.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of

specified public ways by striking the words: "West Grace Street, at 6242 (Handicapped Parking Permit 71110)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2745 WEST HADDON AVENUE.

Alderman Flores (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Haddon Avenue, at 2745 (Handicapped Parking Permit 4589)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1521 NORTH HAMLIN AVENUE.

Alderman Ocasio (26th 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 Hamlin Avenue, at 1521 (Handicapped Parking Permit 7629)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2440 NORTH HARDING AVENUE.

Alderman Reboyras (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on

portions of specified public ways by striking the words: "North Harding Avenue, at 2440 (Handicapped Parking Permit 32255)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7125 SOUTH HARDING AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Harding Avenue, at 7125 (Handicapped Parking Permit 9026)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3101 NORTH HAUSSEN COURT.

Alderman Reboyras (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Haussen Court, at 3101 (Handicapped Parking Permit 21814)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3559 SOUTH HERMITAGE AVENUE.

Alderman Balcer (11th 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 Hermitage Avenue, at 3559", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5649 SOUTH HOYNE AVENUE.

Alderman T. Thomas (15th 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 Hoyne Avenue, at 5649 (Handicapped Parking Permit 7520)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7839 SOUTH INDIANA AVENUE.

Alderman Lyle (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Indiana Avenue, at 7839 (Handicapped Parking Permit 13700)", 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 INGLESIDE AVENUE.

Alderman Hairston (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of

specified public ways by striking the words: "South Ingleside Avenue, at 7124 (Handicapped Parking Permit 12657)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4912 SOUTH KEATING AVENUE.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Keating Avenue, at 4912 (Handicapped Parking Permit 8173)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6421 NORTH KEDZIE AVENUE.

Alderman Stone (50th 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 Kedzie Avenue, at 6421 (Handicapped Parking Permit 1752)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2774 NORTH KENMORE AVENUE.

Alderman Matlak (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of

specified public ways by striking the words: "North Kenmore Avenue, at 2774 (Handicapped Parking Permit 15628)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5732 SOUTH KENNETH AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Kenneth Avenue, at 5732 (Handicapped Parking Permit 30628)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7808 SOUTH KIMBARK AVENUE.

Alderman Hairston (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Kimbark Avenue, at 7808 (Handicapped Parking Permit 15362)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6212 SOUTH KOLMAR AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of

specified public ways by striking the words: "South Kolmar Avenue, 6212 (Handicapped Parking Permit 203)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3139 NORTH KOSTNER AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Kostner Avenue, at 3139 (Handicapped Parking Permit 28422)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5514 SOUTH KOSTNER AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Kostner Avenue, at 5514 (Handicapped Parking Permit 20046)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6321 SOUTH KOSTNER AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of

specified public ways by striking the words: "South Kostner Avenue, at 6321 (Handicapped Parking Permit 21558)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5218 NORTH LOCKWOOD AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lockwood Avenue, at 5218 (Handicapped Parking Permit 3653)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2976 SOUTH LOOMIS STREET.

Alderman Balcer (11th 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 Loomis Street, at 2976", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5424 SOUTH LOREL AVENUE.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on

portions of specified public ways by striking the words: "South Lorel Avenue, at 5424 (Handicapped Parking Permit 17993)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2917 NORTH LOTUS AVENUE.

Alderman Reboyas (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lotus Avenue, at 2917 (Handicapped Parking Permit 20596)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3510 SOUTH LOWE AVENUE.

Alderman Balcer (11th 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 3510 (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
11845 SOUTH LOWE AVENUE.

Alderman Austin (34th 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 11845 (Handicapped Parking Permit 9307)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8412 SOUTH LUELLA AVENUE.

Alderman Stroger (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Luella Avenue, at 8412 (Handicapped Parking Permit 19161)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1538 NORTH MASON AVENUE.

Alderman Carothers (29th 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 Mason Avenue, at 1538 (Handicapped Parking Permit 13251)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4935 NORTH MASON AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of

specified public ways by striking the words: "North Mason Avenue, at 4935 (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
1620 NORTH MAYFIELD AVENUE.

Alderman Carothers (29th 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 Mayfield Avenue, at 1620 (Handicapped Parking Permit 6755)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4149 NORTH MONITOR AVENUE.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Monitor Avenue, at 4149 (Handicapped Parking Permit 18489)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5542 SOUTH PAULINA STREET.

Alderman T. Thomas (15th 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 Paulina Street, at 5542 (Handicapped Parking Permit 12976)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
9741 SOUTH PRAIRIE AVENUE.

Alderman Lyle (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Prairie Avenue, at 9741 (Handicapped Parking Permit 27380)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6353 WEST RAVEN STREET.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Raven Street, at 6353 (Handicapped Parking Permit 29153)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7111 SOUTH RHODES AVENUE.

Alderman Lyle (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of

specified public ways by striking the words: "South Rhodes Avenue, at 7111 (Handicapped Parking Permit 29340)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5202 SOUTH SACRAMENTO AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Sacramento Avenue, at 5202 (Handicapped Parking Permit 7558)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2719 NORTH SAYRE AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Sayre Avenue, at 2719 (Handicapped Parking Permit 16088)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6144 WEST SCHOOL STREET.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of

specified public ways by striking the words: "West School Street, at 6144 (Handicapped Parking Permit 13289)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5831 SOUTH SPAULDING AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Spaulding Avenue, at 5831 (Handicapped Parking Permit 25170)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4824 SOUTH SPRINGFIELD AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Springfield Avenue, at 4824 (Handicapped Parking Permit 15582)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1907 NORTH TRIPP AVENUE.

Alderman Reboyras (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on

portions of specified public ways by striking the words: "North Tripp Avenue, at 1907 (Handicapped Parking Permit 25393)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6341 SOUTH TRIPP AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Tripp Avenue, at 6341 (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
1501 WEST WELLINGTON AVENUE.

Alderman Matlak (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Wellington Avenue, at 1501 (Handicapped Parking Permit 15629)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1230 WEST 31ST PLACE.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of

specified public ways by striking the words: "West 31st Place, at 1230", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
649 EAST 92ND STREET.

Alderman Beale (9th 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 92nd Street, at 649 (Handicapped Parking Permit 12402)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2809 EAST 93RD STREET.

Alderman Pope (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "East 93rd Street, at 2809 (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
127 WEST 112TH STREET.

Alderman Austin (34th 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 112th Street, at 127 (Handicapped Parking Permit 19552)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING PROHIBITION AT
ALL TIMES AT 53 EAST ELM STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to remove the parking prohibition in effect at all times at 53 East Elm Street (Permit Number 18804), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING PROHIBITION AT ALL
TIMES AT 2750 SOUTH KEELER AVENUE.

Alderman Muñoz (22nd Ward) presented a proposed ordinance to remove the parking prohibition in effect at all times at 2750 South Keeler Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING PROHIBITION AT ALL
TIMES AT 3047 SOUTH LAWNGDALE AVENUE.

Alderman Muñoz (22nd Ward) presented a proposed ordinance to remove the parking prohibition in effect at all times at 3047 South Lawndale Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF PARKING PROHIBITION AT ALL TIMES
AT 703 -- 705 WEST BUENA AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to repeal a parking prohibition in effect at all times at 703 -- 705 West Buena Avenue (Handicapped Parking Permit 21017), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF PARKING PROHIBITION AT ALL TIMES
AT 4717 NORTH WINTHROP AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to repeal a parking prohibition in effect at all times at 4717 North Winthrop Avenue (Handicapped Parking Permit 21436), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION
TO 3011 SOUTH CANAL STREET.

Alderman Balcer (11th Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 1634 West 32nd Street to a new location at 3011 South Canal Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION
TO 3850 SOUTH EMERALD AVENUE.

Alderman Balcer (11th Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 2918 South Wallace Street to a new location

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at 3850 South Emerald Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION
TO 3840 SOUTH PARNELL AVENUE.

Alderman Balcer (11th Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 2905 South Normal Avenue to a new location at 3840 South Parnell Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
ZALEWSKI (23 rd Ward)	West 51 st Street (north side) from South Kolin Avenue to South Kostner Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday;
CAROTHERS (29 th Ward)	West Adams Street (south side) from South Menard Avenue to South Mayfield Avenue -- 8:00 P.M. to 7:00 A.M. -- daily.

Referred -- CONSIDERATION FOR ESTABLISHMENT OF
INDUSTRIAL PERMIT PARKING ZONE ON
PORTION OF EAST 18TH STREET.

Alderman Haithcock (2nd Ward) presented a proposed order to give consideration to the establishment of an industrial permit parking zone on both sides of East 18th Street, from South Prairie Avenue to South Indiana Avenue, 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 a proposed ordinance and orders to give consideration to the establishment of residential permit parking zones at the locations designated and for the distance and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>FLORES</i> (1 st Ward)	North Wood Street (both sides) in the 900 block -- at all times -- daily;
<i>HAITHCOCK</i> (2 nd Ward)	West Adams Street (both sides) from South Laflin Street to South Ashland Avenue -- at all times -- daily; South Calumet Avenue (both sides) from a point 500 feet north of East Cullerton Street to East 18 th Street, and South Prairie Avenue (east side) from East 18 th Street to a point 300 feet north thereof -- at all times -- daily;

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Alderman	Location, Distance And Time
	South Financial Place (both sides) from West Polk Street to West Taylor Street -- at all times -- daily (Zone 550);
<i>POPE</i> (10 th Ward)	South Avenue J, in the 10500 block -- at all times -- daily; South Avenue N, in the 10200 block -- at all times -- daily;
<i>OLIVO</i> (13 th Ward)	South Kolin Avenue (both sides) in the 6100 block -- at all times -- daily;
<i>T. THOMAS</i> (15 th Ward)	West 65 th Street (both sides) in the 3300 block -- at all times -- Sunday and Monday;
<i>TROUTMAN</i> (20 th Ward)	South Harvard Avenue (both sides) in the 6400 -- 6500 blocks -- 12:00 Midnight to 11:59 P.M. -- daily;
<i>SOLIS</i> (25 th Ward)	West 18 th Place, in the 1300 block; West 23 rd Place, in the 2100 block;
<i>OCASIO</i> (26 th Ward)	West Pierce Avenue, in the 3400 block -- 4:00 P.M. to 6:00 A.M. -- daily;
<i>BURNETT</i> (27 th Ward)	West Hubbard Street (both sides) in the 1300 block -- at all times -- daily;
<i>SUAREZ</i> (31 st Ward)	North Linder Avenue (both sides) in the 2900 block -- at all times -- daily; North Lowell Avenue (both sides) in the 2200 block -- at all times -- daily;

Alderman

Location, Distance And Time

North Luna Avenue (both sides) in the 3000 block -- at all times -- daily;

West Oakdale Avenue (both sides) in the 4000 block, from the alley west of North Pulaski Road to North Karlov Avenue -- at all times -- daily;

BANKS (36th Ward)

North Rutherford Avenue (both sides) in the 3200 block, from the first alley adjacent to West Belmont Avenue to 3233 North Rutherford Avenue -- at all times -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH CLAREMONT AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Claremont Avenue, in the 3500 block -- at all times (Zone 1060)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF
SOUTH OAKLEY AVENUE.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "South Oakley Avenue (east side) from West 79th Place to the first alley thereof -- at all times -- Monday through Friday (Zone 160)" and inserting in lieu thereof: "South Oakley Avenue (east side)

from West 79th Place to the first alley south thereof -- at all times -- daily (Zone 160)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF
SOUTH WALLER AVENUE.

Alderman Carothers (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "South Waller Avenue, in the 100 block -- no parking -- 3:00 P.M. to 7:00 A.M. -- Sunday through Saturday (Zone 148)" and inserting in lieu thereof: "South Waller Avenue (both sides) in the 100 block -- no parking -- at all times (Zone 148)", 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 WILMOT AVENUE.

Alderman Flores (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Wilmot Avenue (west side) in the 1900 block (Parking Permit 128)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL
PERMIT PARKING ZONE ON PORTION OF WEST
GRENSHAW STREET.

Alderman Solis (25th Ward) presented a proposed order to give consideration to the extension of Residential Permit Parking Zone 80 to include West Grenshaw Street,

from 2300 to 2317, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL
PERMIT PARKING ZONE ON PORTION OF
WEST 58TH STREET.

Alderman Olivo (13th Ward) presented a proposed ordinance to give consideration to the extension of Residential Permit Parking Zone 345 to include the north side of West 58th Street, from South Kenneth Avenue to the first alley west thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR ESTABLISHMENT OF BUFFER
ZONE ON PORTION OF WEST GRACE STREET.

Alderman Shiller (46th Ward) presented a proposed order to give consideration to the establishment of a buffer zone for Residential Permit Parking Zone 383 on both sides of the 600 block of West Grace Street, 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 at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

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Alderman	Location And Distance
STROGER (8 th Ward)	East 95 th Street (west side) from South Woodlawn Avenue to the first alley south thereof, for a distance of 50 feet;
MUÑOZ (22 nd Ward)	West 28 th Street, along the south curb line west of South Tripp Avenue;
BANKS (36 th Ward)	North Rutherford Avenue (east side) from West Belmont Avenue to the first alley south thereof.

Referred -- ESTABLISHMENT OF SPEED LIMITATION
ON PORTIONS OF SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to limit the speed of vehicles to 25 miles per hour on portions of the streets specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
O'CONNOR (40 th Ward)	North Bowmanville Avenue, from West Bryn Mawr Avenue to North Western Avenue.
LEVAR (45 th Ward)	North Laramie Avenue, from West Foster Avenue to North Elston Avenue.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
MELL (33 rd Ward)	West Addison Street (both sides) from North Sacramento Avenue to a point 160 feet west thereof -- at all times -- daily; West Addison Street (north side) from North Sacramento Avenue to a point 275 feet east thereof -- at all times -- daily; North Sacramento Avenue (west side) from West Addison Street to a point 60 feet south thereof -- at all times -- daily;
SCHULTER (47 th Ward)	West Cullom Avenue (south side) from a point 30 feet west of North Winchester Avenue, to a point 90 feet west thereof -- 8:00 A.M. to 9:00 A.M. and 2:30 P.M. to 3:30 P.M. -- school days only;
STONE (50 th Ward)	North Drake Avenue (east side) from North Lincoln Avenue to the first alley south thereof.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
TRAFFIC LANE TOW-AWAY ZONE ON PORTION
OF WEST PALMER STREET.

Alderman Colón (35th Ward) presented a proposed ordinance to amend an ordinance

passed by the City Council on October 1, 1997 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 53258) which established traffic lane tow-away zones on portions of specified public ways by striking the words: "West Palmer Street (north side) from a point 20 feet west of North California Avenue, to the first alley west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC
OVERHEAD TRAFFIC SIGNALS AT WEST 63RD STREET
AND SOUTH SPRINGFIELD AVENUE.

Alderman Olivo (13th Ward) presented a proposed order to give consideration to the installation of automatic overhead traffic signals at the intersection of West 63rd Street and South Springfield Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF
TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
FLORES (1 st Ward)	West Diversey Parkway, at North Hoyne Avenue -- "No Left Turn"; West Division Street, at North Paulina Street -- "Two-Way Stop";

Alderman	Location And Type Of Sign
	North Hoyne Avenue, at West Diversey Parkway -- "No Left Turn";
	North Maplewood Avenue, at West Palmer Street -- "Stop";
	North Rockwell Street, at West Barry Avenue -- "Two-Way Stop";
	North Rockwell Street, at West Nelson Street -- "Two-Way Stop";
	North Stave Street, at West Prindiville Street -- "Two-Way Stop";
	North Wood Street, at West Superior Street -- "Two-Way Stop";
<i>HAIRSTON</i> (5 th Ward)	East 71 st Street (south side) from a point 300 feet east of South Harper Avenue, to a point 25 feet east thereof and from a point 350 feet east of South Harper Avenue, to a point 12 feet east thereof -- "No Parking/Loading Zone -- 8:00 A.M. To 8:00 P.M. -- Daily";
	East 73 rd and South University Avenue -- "Stop";
<i>BEAVERS</i> (7 th Ward)	South Merrill Avenue, at East 90 th Street -- "Stop";
	East 78 th Street, at South Saginaw Avenue -- "Stop";
<i>BEALE</i> (9 th Ward)	East 110 th Street and South Edbrooke Avenue -- "All-Way Stop";

Alderman	Location And Type Of Sign
<i>POPE</i> (10 th Ward)	East 91 st Street and South Baltimore Avenue -- "Stop"; East 113 th Street and South Avenue H -- "Two-Way Stop";
<i>OLIVO</i> (13 th Ward)	West 61 st Street and South Kenneth Avenue -- "Two-Way Stop"; West 61 st Street and South Major Avenue -- "Two-Way Stop"; West 61 st Street and South Menard Avenue -- "Two-Way Stop";
<i>BURKE</i> (14 th Ward)	South Homan Avenue, at West 45 th Street -- "Stop"; West 46 th Street, at South Trumbull Avenue -- "Stop";
<i>T. THOMAS</i> (15 th Ward)	South Homan Avenue, at West 64 th Street -- "Stop"; South Spaulding Avenue, at West 65 th Street -- "Stop"; West 61 st Street, at South Whipple Street -- "Two-Way Stop";
<i>L. THOMAS</i> (17 th Ward)	South Wentworth Avenue, at 7538 -- "Parking Prohibited At All Times -- Handicapped";
<i>MURPHY</i> (18 th Ward)	South Kilbourn Avenue, at West 85 th Street -- "Stop";

Alderman	Location And Type Of Sign
	West 72 nd Street, at South Christiana Avenue -- "Two-Way Stop";
	West 84 th Street, at South Seeley Avenue -- "Two-Way Stop";
	West 85 th Street, at South Seeley Avenue -- "Two-Way Stop";
<i>RUGAI</i> (19 th Ward)	West 92 nd Place and South Bell Avenue -- "Stop";
	West 110 th and South Drake Avenue -- "Stop";
	West 113 th and South Washtenaw Avenue -- "Four-Way Stop";
<i>SOLIS</i> (25 th Ward)	South Halsted Street, at West 17 th Place -- "All-Way Stop";
<i>OCASIO</i> (26 th Ward)	North Albany Avenue, at West Cortland Street -- "Two-Way Stop";
<i>BURNETT</i> (27 th Ward)	West Chicago Avenue and North Greenview Avenue -- "Seniors Crossing";
	West Oak Street, at North Crosby Street -- "Two-Way Stop";
	West North Avenue and North Clybourn Avenue -- "No Turn On Red";
	North Pulaski Road, at West Potomac Avenue -- "Three-Way Stop";

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Alderman	Location And Type Of Sign
	West Washington Boulevard, at North Elizabeth Street -- "Stop";
<i>E. SMITH</i> (28 th Ward)	West Fulton Street and North St. Louis Avenue -- "All-Way Stop"; North Homan Avenue, at West Carroll Avenue -- "Two-Way Stop";
<i>REBOYRAS</i> (30 th Ward)	West Armitage Avenue, at North Kildare Avenue -- "Stop";
<i>MATLAK</i> (32 nd Ward)	North Dayton Street and West Eastman Street -- "All-Way Stop"; North Dayton Street and West Evergreen Avenue -- "All-Way Stop";
<i>BANKS</i> (36 th Ward)	North Oak Park Avenue, at West Cornelia Avenue -- "Caution -- Children Crossing"; North Oak Park Avenue, at West Roscoe Street -- "Caution -- Children Crossing";
<i>ALLEN</i> (38 th Ward)	North Natchez Avenue and West Belle Plaine Avenue -- "Stop";
<i>LAURINO</i> (39 th Ward)	North Knox Avenue and North Ionia Avenue -- "Four-Way Stop"; North Lowell Avenue and West Rosemont Avenue -- "Four-Way Stop";

Alderman	Location And Type Of Sign
O'CONNOR (40 th Ward)	West Berwyn Avenue, at North Winchester Avenue -- "Stop"; North Hoyne Avenue, at West Bowmanville Avenue -- "Stop";
TUNNEY (44 th Ward)	North Southport Avenue, at West Henderson Street -- "Two-Way Stop";
SHILLER (46 th Ward)	West Buena Avenue, at 800 -- "No Parking -- 8:00 A.M. To 9:00 A.M. And 2:00 P.M. To 3:00 P.M. -- Monday Through Friday";
SCHULTER (47 th Ward)	North Damen Avenue, at West Cullom Avenue -- "Two-Way Stop";
MOORE (49 th Ward)	West Juneway Terrace, at North Marshfield Avenue -- "Stop";
STONE (50 th Ward)	North Lincoln Avenue (north side) from North McCormick Road to West Devon Avenue -- "No Parking Anytime -- Tow-Away Zone".

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented thirty proposed ordinances amending Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, for the

purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN FLORES (1st Ward):

To classify as a B4-2 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 5-H bounded by:

North Winnebago Avenue; the alley next south of the intersection of North Winnebago Avenue and North Western Avenue; and North Western Avenue.

BY ALDERMAN HAIRSTON (5th Ward):

To classify as a B1-2 Local Retail District instead of a C1-2 Restricted Commercial District the area shown on Map Number 16-C bounded by:

East 70th Street; the public alley next east of and parallel to South Stony Island Avenue; a line 50 feet south of and parallel to East 70th Street; and South Stony Island Avenue.

BY ALDERMAN BEALE (9th Ward):

To classify as a B2-2 Restricted Retail District instead of a B5-1 General Service District the area shown on Map Number 24-E bounded by:

the public alley next north of and parallel to East 103rd Street; South Forest Avenue; East 103rd Street; and a line 158 feet west of and parallel to South Forest Avenue.

To classify as a B2-2 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map Number 24-E bounded by:

the public alley next north of and parallel to East 103rd Street; a line 135 feet west of and parallel to South Vernon Avenue; East 103rd Street; and a line 185 feet west of and parallel to South Vernon Avenue.

To classify as a B2-2 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map Number 24-F bounded by:

the public alley next north of and parallel to West 103rd Street; a line 155 feet east of and parallel to South LaSalle Street; West 103rd Street; and a line 30 feet east of and parallel to South LaSalle Street.

To classify as a B2-2 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map Number 26-E bounded by:

East 103rd Street; a line 60 feet east of and parallel to South Vernon Avenue; the public alley next south of and parallel to East 103rd Street; and South Vernon Avenue.

BY ALDERMAN POPE (10th Ward):

To classify as an Institutional Planned Development instead of an R2 Single-Family Residence District the area shown on Map Number 24-B bounded by:

East 98th Street; South Exchange Avenue; East 99th Street; and South Escanaba Avenue.

BY ALDERMAN T. THOMAS (15th Ward):

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map Number 14-I bounded by:

the public alley next north of and parallel to West 63rd Street; South Whipple Street; West 63rd Street; and a line 110 feet west of and parallel to South Whipple Street.

BY ALDERMAN TROUTMAN (20th Ward):

To classify as a C1-2 Restricted Commercial District instead of a B2-2 Restricted Retail District the area shown on Map Number 14-E bounded by:

a line 140 feet south of and parallel to East 59th Street; the public alley next east of and parallel to South State Street; a line 225 feet south of and parallel to East 59th Street; and South State Street.

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map Number 14-K bounded by:

the public alley next north of and parallel to West 59th Street; a line 25 feet east of and parallel to South Emerald Avenue; West 59th Street; and South Emerald Avenue.

BY ALDERMAN MUÑOZ (22nd Ward):

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map Number 6-J bounded by:

West 28th Street; the public alley next east of and parallel to South Hamlin Avenue; a line 50 feet south of and parallel to West 28th Street; and South Hamlin Avenue.

To classify as a C2-1 General Commercial District instead of an R3 General Residence District the area shown on Map Number 6-K bounded by:

a line 49.57 feet south of and parallel to West 30th Street; the public alley next east of and parallel to South Komensky Avenue; a line 87.07 feet south of and parallel to West 30th Street; and South Komensky Avenue.

BY ALDERMAN SOLIS (25th Ward):

To classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map Number 4-G bounded by:

the alley next south of and parallel to West 16th Street; South Throop Street; a line 36 feet south of the alley next south of and parallel to West 16th Street; and the alley next southeast of and parallel to South Blue Island Avenue.

BY ALDERMAN OCASIO (26th Ward):

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map Number 3-J bounded by:

North Kedzie Avenue; West Crystal Street; a line 170 feet south of and parallel to West Crystal Street; and the public alley next west of and parallel to North Kedzie Avenue.

BY ALDERMAN REBOYRAS (30th Ward):

To classify as an M1-1 Restricted Manufacturing District instead of a B4-1 Restricted Service District the area shown on Map Number 5-K bounded by:

the alley next north of West Armitage Avenue; a line 49.50 feet west of North Karlov Avenue; West Armitage Avenue; and a line 73.50 feet west of North Karlov Avenue.

BY ALDERMAN SUAREZ (31st Ward):

To classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map Number 5-L bounded by:

West Fullerton Avenue; North Laramie Avenue; the public alley next south of and parallel to West Fullerton Avenue; and North Latrobe Avenue.

BY ALDERMAN MATLAK (32nd Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 5-H bounded by:

the alley north of and parallel to West Charleston Street; a line 287 feet east of and parallel to North Hoyne Avenue; West Charleston Street; and a line 260 feet east of and parallel to North Hoyne Avenue (commonly known as 2034 West Charleston Street).

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 150 feet south of and parallel to West Schubert Avenue; North Racine Avenue; a line 200 feet south of and parallel to West Schubert Avenue; and the alley next west of and parallel to North Racine Avenue (commonly known as 2642 North Racine Avenue).

BY ALDERMAN AUSTIN (34th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 28-G bounded by:

West 116th Street; South Bishop Street; a line 28.79 feet south of and parallel to West 116th Street; and the public alley next west of and parallel to South Bishop Street.

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 28-H bounded by:

a line 180 feet northeast of West 115th Street (as measured along the east line of South Vincennes Avenue); the public alley next east of and parallel to South Vincennes Avenue; a line 160 feet northeast of West 115th Street (as measured along South Vincennes Avenue); and South Vincennes Avenue.

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 28-H bounded by:

a line 275 feet northeast of West 115th Street (as measured along the east line of South Vincennes Avenue); the public alley next east of and parallel to South Vincennes Avenue; a line 225 feet northeast of and parallel to West 115th Street (as measured along the east line of South Vincennes Avenue); and South Vincennes Avenue.

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 28-H bounded by:

a line 150 feet north of West 117th Street (as measured along the east line of South Vincennes Avenue); the public alley next east of South Vincennes Avenue; a line 50 feet north of West 117th Street (as measured along the east line of South Vincennes Avenue); and South Vincennes Avenue.

To classify as an R3 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 28-H bounded by:

a line 250.5 feet northeast of and parallel to West 117th Street; the alley next southeast of and parallel to South Vincennes Avenue; a line 200.4 feet northeast of and parallel to West 117th Street; and South Vincennes Avenue.

To classify as an R3 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 28-H bounded by:

a line 262.24 feet southwest of and parallel to West 117th Street; South Watkins Avenue; a line 312.32 feet southwest of and parallel to West 117th Street; and the alley next northwest of and parallel to South Watkins Avenue.

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 28-H bounded by:

a line 340 feet north of West 117th Street (as measured along the east line of South Vincennes Avenue); the public alley next east of and parallel to South Vincennes Avenue; a line 200 feet north of West 117th Street (as measured along the east line of South Vincennes Avenue); and South Vincennes Avenue.

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 28-H bounded by:

a line 75 feet north of West 118th Street (as measured along the east line of South Vincennes Avenue); the public alley next east of and parallel to South Vincennes Avenue; a line 25 feet north of West 118th Street (as measured along the east line of South Vincennes Avenue); and South Vincennes Avenue.

To classify as an R3 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 28-H bounded by:

a line 75.06 feet southwest of and parallel to West 118th Street; South Watkins Avenue; a line 100.08 feet southwest of and parallel to West 118th Street; and the alley next northwest of and parallel to South Watkins Avenue.

BY ALDERMAN BANKS (36th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 7-O bounded by:

a line 180.35 feet south of and parallel to West Belmont Avenue; North Osceola Avenue; a line 230.35 feet south of and parallel to West Belmont Avenue; and a line 133.19 feet west of and parallel to North Osceola Avenue.

BY ALDERMAN DALEY (43rd Ward):

To classify as a C1-3 Restricted Commercial District instead of a B4-4 Restricted

Service District the area shown on Map Number 3-F bounded by:

a line 100.3 feet north of West Blackhawk Street; North Sedgwick Street; a line 50 feet north of West Blackhawk Street; and the alley next west of and parallel to North Sedgwick Street.

To classify as a B1-3 Local Retail District instead of a B4-3 Restricted Service District the area shown on Map Number 5-F bounded by:

West Menomonee Street; North Sedgwick Street; a line 69 feet south of and parallel to West Menomonee Street; and North Fern Court.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred seventy-one 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
FLORES (1 st Ward)	River Park at Diversey Condominium Association;
HAITHCOCK (2 nd Ward)	Burnham Park Plaza Condominium Association;
	Metropolitan Place (2);
	Printers Row Condominium Association;

Alderman

Claimant

PRECKWINKLE (4th Ward)Rowe Building Condominium
Association;

801 South Plymouth Court Association;

Pruitt Condominium Association;

Stratford on Ingleside Condominium (3);

1348 -- 1350 Hyde Park Condominium;

HAIRSTON (5th Ward)

Genesis II Housing Cooperative (2);

Kimbark of University Condominium
Association (2);70th Park Waters Condominium
Association;72nd Place Condominium Association;2038 -- 2048 East 72nd Place
Condominium Association;5557 Blackstone Condominium
Association (2);5738 Kenwood Condominium
Association (3);*STROGER* (8th Ward)8210 -- 8216 South Jeffery
Condominium Association;8220 -- 8226 South Jeffery
Condominium Association;*OLIVO* (13th Ward)

Kenton Building Corporation;

9/4/2003

NEW BUSINESS PRESENTED BY ALDERMEN

7645

Alderman	Claimant
<i>RUGAI</i> (19 th Ward)	Ms. Susan McCarthy;
<i>TROUTMAN</i> (20 th Ward)	Kimbark Apartment Building Co-op;
<i>ZALEWSKI</i> (23 rd Ward)	Clear-Ridge Condominium Association I; HB Association; Mr. Ricardo Longoria; Ms. Angela M. Nawrocki;
<i>BURNETT</i> (27 th Ward)	525 North Ada Lofts Association;
<i>REBOYRAS</i> (30 th Ward)	Ms. Barbara Gubala;
<i>MATLAK</i> (32 nd Ward)	Wolcott/Diversey Condominium Association; Wolcott Row Condominium Association;
<i>BANKS</i> (36 th Ward)	Belmont Building; Oakfield North Condominium Association; 2147 North Harlem Condominium Association; 2155 North Harlem Building Association;
<i>ALLEN</i> (38 th Ward)	Addison Manor Condominium Association;

Alderman

Claimant

Glenlake I Condominium Association (5);

Leland Manor Condominium
Association;

Ridgemoor Estates I Condominium
Association;

Ridgemoor Estates Condominium
Association III;

Ridgemoor Estates Condominium
Association IV;

Ridgemoor Estates V Condominium
Association;

3843 North Narragansett Condominium
Association;

LAURINO (39th Ward)

Avers Avenue Condominium Association;

Hodgkinson Realty and Management;

Keystone Manor Condominium
Association;

Lanai Courts Association;

Mariafe V. Pepito;

Rivers Edge Condominium Association
(5);

4236 North Kedvale Condominium
Association;

O'CONNOR (40th Ward)

Argyle Arbor Condominium Association;

9/4/2003

NEW BUSINESS PRESENTED BY ALDERMEN

7647

Alderman

Claimant

Granville Garden Condominium
Association;

North Damen Square Condominium
Association;

Parkview Flats Condominium
Association;

Rosemont Greenview Condominium
Association;

Summerdale Condominium Association
(2);

Winchester Hood Co-op Condominium
Association;

Winchester-Hood Garden Homes Trust
R704 (2);

NATARUS (42nd Ward)

Carl Sandburg Village Condominium
Association Number 1;

Dearborn Terrace Condominium
Association;

The Elm at Clark Condominium
Association;

Gold Coast Galleria Condominium
Association;

Lake Point Tower Condominium
Association;

Marina Towers Condominium
Association;

Ms. Lauren Stanley;

Alderman

Claimant

Streeterville Center Condominium
Association;

Towers Condominium Association (3);

50 East Bellevue Condominium
Association;

100 East Walton Condominium
Association;

110 East Delaware Condominium
Association;

111 East Chestnut Condominium
Association (2);

535 North Michigan Avenue
Condominium Association;

680 Lake Residence Condominium
Association;

680 South Residence Condominium
Association;

680 Tower Residence Condominium
Association;

1530 North State Parkway Building
Corporation (2);

DALEY (43rd Ward)

Astor Terrace Condominium Association;

Dayton Diversey Condominium
Association (2);

Eugenie/Wells Condominium
Association;

9/4/2003

NEW BUSINESS PRESENTED BY ALDERMEN

7649

Alderman

Claimant

Hemingway House Condominium
Association;

Lincoln Park Tower Condominium
Association;

Wrightwood Plaza Condominium
Association (2);

448 Wrightwood Manor Condominium
Association;

1100 West Montana Condominium
Association;

1350 Astor Cooperative Apartments (2);

1725 -- 1727 North Mohawk
Condominium Association;

2020 North Lincoln Park West
Condominium Association;

2626 Lakeview Condominium
Association;

2650 North Lakeview Condominium
Association;

TUNNEY (44th Ward)

Gaslight Condominium Association;

King Court Condominium Association;

Melrose Condominium Association;

The Wellington Condominium
Association;

Wrigleyville Village Condominium
Association;

Alderman

Claimant

420 West Aldine Condominium
Association;

426 West Barry Condominium
Association;

530 West Barry Condominium
Association;

555 Aldine Condominium Association;

619 Stratford Place Condominium
Association;

832 West Oakdale Condominium
Association;

3150 North Sheridan Condominium
Association (2);

3410 North Lake Shore Drive
Condominium Association (2);

3440 North Lake Shore Drive
Condominium Association (2);

LEVAR (45th Ward)

Addison Manor Condominium Association;

Carousel Court Condominium (2);

Mr. Lonnie D. Edwards;

Foster Terrace Condominium
Association;

Jefferson Courte Condominium
Association;

Rosedale Condominium Association;

9/4/2003

NEW BUSINESS PRESENTED BY ALDERMEN

7651

Alderman

Claimant

Board of Managers of Sans Souci
Condominium (2);

Mr. Brian Tondryk;

5544 West Higgins Condominium
Association;

6964 -- 6968 West Diversey Avenue
Condominium Association;

SHILLER (46th Ward)

Ashton Place Condominium Association
(4) ;

Atelier Condominium Association (3);

Beacon of Sheridan Park Condominium
Association;

Graceland Terrace Condominium
Association;

Imperial Towers Condominium
Association (2);

Lake Park Plaza Condominium
Association;

Picadilly Condominium Association;

Sheridan-Ainslie Condominium
Association;

527 -- 537 West Brompton
Condominium Association;

539 -- 547 West Brompton
Condominium Association;

Alderman

Claimant

SCHULTER (47th Ward)Hermitage Court Condominium
Association;

Ravensview Townhome Association;

Riverside Manor Condominium
Association;1466 West Warner Condominium
Association;*M. SMITH* (48th Ward)Beach Point Tower Condominium
Association;

East Point Condominium Association;

Malibu Condominium Association;

Rosemont Manor Condominium
Association;6121 North Sheridan Condominium
Association (2);*STONE* (50th Ward)

Park Castle Condominium Association;

Park Gables Apartment Homes, Inc.;

Bel-Oakes East Condominium
Association;6436 North Hamilton 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 FLORES (1st Ward):

Referred -- EXEMPTION OF SAINT ELIZABETH HOSPITAL FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Saint Elizabeth Hospital with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings(s) and fuel storage facilities at 1431 North Claremont Avenue and 1431 North Western Avenue for a one year period not to exceed November 15, 2004, which was *Referred to the Committee on Finance*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, eight proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Berns Auto -- 1700 North Western Avenue;

Enterprise Rent-A-Car -- 1842 -- 1844 North Milwaukee Avenue;

Hollywood Grill -- 1601 West North Avenue;

Niko's Gyros/Mr. Elias Dimitrakakis -- 2775 North Elston Avenue;

Mr. Tom Plunkett -- 2505 West George Street;

Prime Properties Development -- 1555 North Wood Street;

2235 W. North Avenue, L.L.C. -- 2235 West North Avenue; and

2235 W. North Avenue, L.L.C. -- 2239 West North Avenue.

Referred -- AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC
CIRCLE AT WEST CHICAGO AVENUE AND
NORTH WOLCOTT AVENUE.

Also, a proposed ordinance authorizing the Commissioner of Transportation to construct a traffic circle at the intersection of West Chicago Avenue and North Wolcott Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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. Mirso Dragovich -- 2254 North Maplewood Avenue; and

Mr. Miguel A. Rodriguez -- 1717 West Beach Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 1746 NORTH WESTERN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Dunkin Donuts to construct, maintain and use one canopy to be attached or attached to the building or structure at 1746 North Western Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- EXEMPTION, CANCELLATION AND/OR REFUND
OF VARIOUS CITY LICENSE FEES FOR APPLICANTS
UNDER NOT-FOR-PROFIT STATUS.

Six proposed ordinances providing the applicants listed with exemption, cancellation and/or refund of city license fees, under their not-for-profit status, for the locations specified, which were *Referred to the Committee on Finance*, as follows:

Chicago Housing Authority (Midwest Terrace), 150 South Campbell Avenue -- for a one year period not to exceed December 31, 2003;

Cook County Domestic Violence Court, 555 West Harrison Street -- for a one year period not to exceed December 31, 2003;

Old Saint Mary's Church, 1500 South Michigan Avenue -- for a one year period not to exceed December 31, 2003;

Pacific Garden Mission, 646 South State Street -- for a one year period not to exceed December 31, 2003;

Rush-Presbyterian-St. Luke's Medical Center, various locations -- for a one year period extending November 16, 2003 through November 15, 2004; and

The Salvation Army Child Care Program, 20 South Campbell Avenue -- for a one year period not to exceed December 31, 2003.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 27.227 WHICH RESTRICTED
ISSUANCE OF ADDITIONAL ALCOHOLIC
LIQUOR LICENSES ON PORTION OF
WEST MADISON STREET.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 27.227 which restricted the issuance of additional alcoholic liquor licenses on West Madison Street, from South Morgan Street to South Racine Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AUTHORIZATION FOR WAIVER OF RAFFLE LICENSE
FEES FOR SAINT LEONARD'S MINISTRIES.

Also, a proposed ordinance authorizing the Director of Revenue to waive the Raffle License fees for Saint Leonard's Ministries, 2100 West Warren Boulevard, for a fund-raising event to be held on October 12, 2003, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on*

Transportation and Public Way, as follows:

Columbia College -- to maintain and use one black iron pipe to be affixed to the east side of the building at 731 South Plymouth Court;

The Core Center -- to construct, install, maintain and use a lawn sprinkler system adjacent to 2020 West Harrison Street;

Field Museum of Natural History -- to construct, install, maintain and use two sewer lines adjacent to 1400 South Lake Shore Drive;

Office of Capital Planning, Cook County, Illinois -- to construct, install, maintain and use planter barriers adjacent to 555 West Harrison Street; and

Rush-Presbyterian-St. Luke's Medical Center -- to maintain and use an earth retention system and storm water retention piping and structures adjacent to 1735 West Harrison Street.

Referred -- APPROVAL OF PLATS OF DEDICATION
ON PORTIONS OF SOUTH CLARK STREET.

Also, a proposed ordinance directing the Superintendent Of Maps, Ex Officio Examiner of Subdivisions, to approve plats of dedication for an additional street right-of-way along the west line of South Clark Street running north from the north line of West Roosevelt Road for a distance of 862.04 feet and for an additional right-of-way along the west line of South Clark Street running south from the south line of West Roosevelt Road for a distance of 550.0 feet, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR VACATION
OF SPECIFIED PUBLIC STREETS.

Also, two proposed ordinances authorizing the vacation of the public streets specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

South Hoyne Avenue, between the south line of West Roosevelt Road, as widened, and the north line of West Washburne Avenue; and

West Washburne Avenue, lying east of the east line of South Leavitt Street and west of the west line of South Hoyne Avenue.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, four proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Capitol Hill Lofts Condominium Association -- 310 South Desplaines Street (one driveway for automobiles only to enter into west alley for the rooftop garage);

The Emily Ross Taylor Trust -- 1528 West Adams Street;

South Michigan Avenue Lofts L.L.C. -- 1305 South Michigan Avenue (parking and loading facilities); and

Trinidad Auto -- 2632 West Washington Boulevard.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or

attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Ashland Developer Group, L.L.C. -- for one canopy at 100 -- 130 South Ashland Avenue;

The Claretians -- for twelve canopies at 205 West Monroe Street; and

MBA Enterprises 3, Inc. -- for one canopy at 1112 South Wabash Avenue.

Presented By

ALDERMAN TILLMAN (3rd Ward):

Referred -- APPROVAL OF PROPERTY AT 4050 SOUTH WENTWORTH AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

A proposed resolution to approve the property at 4050 South Wentworth 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, Capital and Technology Development*.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- GRANT OF PRIVILEGE TO STARBUCKS COFFEE TO CONSTRUCT, INSTALL, MAINTAIN AND USE WHEELCHAIR RAMP ADJACENT TO 1174 EAST 55TH STREET.

A proposed ordinance to grant permission and authority to Starbucks Coffee to construct, install, maintain and use one wheelchair ramp adjacent to 1174 East 55th

Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

3993 Drexel, Inc. -- 3987 -- 3995 South Drexel Boulevard and 834 -- 838 East 40th Street; and

4127 Drexel, Inc. -- 4127 South Drexel Boulevard.

Presented By

ALDERMAN HAIRSTON (5th Ward):

Referred -- EXEMPTION OF FUTURE WORLD FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Future World with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) at 1744 East 55th Street for a one year period extending August 16, 2003 through August 15, 2004, which was *Referred to the Committee on Finance.*

Referred -- GRANTS OF PRIVILEGE TO UNIVERSITY OF
CHICAGO FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the University of Chicago for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

to construct, install, maintain and use one paved crosswalk adjacent to 5530 South Ellis Avenue; and

to maintain and use four conduits encased in a concrete envelope adjacent to 924 East 57th Street.

Referred -- EXEMPTION OF MR. JOHN D. TERZAKIS AND
MR. STEVEN E. JONES/70TH & STONY NORTH L.L.C.
AT STONY SUPER SONIC WASH COMPANY FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 7007 SOUTH
STONY ISLAND AVENUE.

Also, a proposed ordinance to exempt Mr. John D. Terzakis and Mr. Steven E. Jones/70th & Stony North L.L.C. at Stony Super Sonic Wash Company from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7007 South Stony Island Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR INSTALLATION OF "WARREN I.
ROBINSON WAY" HONORARY STREET NAME SIGNS
ON PORTIONS OF SOUTH WOODLAWN AVENUE.

Also, a proposed ordinance authorizing and directing the Commissioner of Transportation to cause the installation of "Warren I. Robinson Way" honorary street

name signs on portions of South Woodlawn Avenue, at East 71st Street, East 71st Place and East 72nd Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT
LICENSE FEES FOR PARTICIPANTS IN 57TH STREET
CHILDREN'S BOOK FAIR.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for the participants in the 57th Street Children's Book Fair to be held on East 57th Street, from South Kimbark Avenue to South Dorchester Avenue and on South Kimbark Avenue, from East 57th Street to East 56th Street on September 21, 2003, during the hours of 1:00 P.M. to 6:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5500 SOUTH CORNELL AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to SJDE Corporation to construct, maintain and use one canopy to be attached or attached to the building or structure at 5500 South Cornell Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LYLE (6th Ward):

Referred -- EXEMPTION OF CHICAGO HOUSING AUTHORITY
(69TH & SOUTH CHICAGO APARTMENTS) FROM ALL
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing the Chicago Housing Authority (69th & South

Chicago Apartments) with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at 661 East 69th Street, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 244, SECTION 140
OF MUNICIPAL CODE OF CHICAGO BY PROHIBITION
OF PEDDLING ON PORTIONS OF DESIGNATED
STREETS WITHIN SIXTH WARD.

Also, a proposed ordinance to amend Title 4, Chapter 244, Section 140 of the Municipal Code of Chicago which would prohibit peddling of merchandise or other articles on portions of South Dr. Martin Luther King, Jr. Drive, South Cottage Grove Avenue, East 75th Street, East 79th Street, East 87th Street and East 95th Street, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- STANDARDIZATION OF PORTION OF SOUTH VINCENNES
AVENUE AS "MONTFORD POINT MARINE MEMORIAL DRIVE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of the east side of South Vincennes Avenue, from West 70th to West 71st, as "Montford Point Marine Memorial Drive", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- GRANT OF PRIVILEGE TO ADVOCATE TRINITY HOSPITAL
TO MAINTAIN AND USE CONDUIT UTILITY TRENCH ADJACENT
TO 2320 EAST 93RD STREET.

A proposed ordinance to grant permission and authority to Advocate Trinity Hospital

to maintain and use one electrical conduit utility trench adjacent to 2320 East 93rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STROGER (8th Ward):

Referred -- EXEMPTION OF MED PLUS, S.C. FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
8700 SOUTH DANTE AVENUE.

A proposed ordinance to exempt Med Plus, S.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 8700 South Dante Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BEALE (9th Ward):

Referred -- AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC CIRCLE
AT WEST 128TH PLACE AND SOUTH PARNELL AVENUE.

A proposed ordinance authorizing the Commissioner of Transportation to construct a traffic circle at the intersection of West 128th Place and South Parnell Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN POPE (10th Ward):

Referred -- EXEMPTION OF MC KINLEY MOORE HOUSE FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUTES.

A proposed ordinance providing McKinley Moore House 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 9135 South Brandon Avenue for a one year period ending November 15, 2004, which was *Referred to the Committee on Finance*.

Referred -- APPROVAL OF PLAT OF OPENING AND RELOCATION
ON PORTIONS OF SOUTH TORRENCE AVENUE, EAST 126TH
STREET AND SOUTH BURLEY AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat for the opening, widening and relocation of South Torrence Avenue lying southerly of the southeastern line of the Calumet River and north of the north line of East 130th Street; for the opening and relocation of East 126th Street lying east of the east line of South Torrence Avenue and west of the westerly line of South Avenue O; and for the opening of South Burley Avenue running northerly from the northerly line of East 126th Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- GRANT OF PRIVILEGE TO FORD MOTOR COMPANY
TO MAINTAIN AND USE PEDESTRIAN BRIDGE ACROSS
PORTION OF EAST 130TH STREET.

Also, a proposed ordinance to grant permission and authority to the Ford Motor

Company to maintain and use one pedestrian bridge over and across East 130th Street, west of South Torrence Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BALCER (11th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 2819 SOUTH ARCHER AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Robert's Funeral Home to construct, maintain and use one canopy to be attached or attached to the building or structure at 2819 South Archer Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN CÁRDENAS (12th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIFIED
PERMITS AND LICENSES, FREE OF CHARGE, TO
APPLICANTS IN VARIOUS EVENTS.

Two proposed orders authorizing the Director of Revenue to issue the permits and licenses specified, free of charge, to the applicants listed below for the events noted, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Assumption Church 100th Anniversary Picnic -- to be held on the premises at 2434 South California Avenue and on the parkway alongside the church on South Marshall Boulevard on August 10, 2003, during the hours of 1:00 P.M. to 6:00 P.M. (Food Vendor, Itinerant Merchant, Raffle License and Street Closure Permit fees); and

Immaculate Conception Festival -- to be held on church grounds at 2745 West 44th Street on August 23, 2003, during the hours of 4:00 P.M. to 12:00 Midnight (Food Vendor, Itinerant Merchant License and Street Closure Permit fees).

Referred -- AUTHORIZATION FOR WAIVER OF PERMIT
AND LICENSE FEES FOR 47TH CHAMBER OF
COMMERCE FESTIVAL DE COLORES.

Also, a proposed order authorizing the Commissioner of Transportation to waive the Electrical, Street Closure Permit, Food Vendor and Itinerant Merchant License fees and grant permission to the 47th Street Chamber of Commerce to conduct the Festival De Colores on South Western Avenue, from West 43rd Street to West 47th Street for the period extending August 29, 2003 through September 1, 2003, during the hours of 12:00 Noon to 10:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Atanacio T. Herrera -- 4509 South Talman Avenue; and

Mr. Amador Jacobo -- 4234 South Maplewood Avenue.

Presented By

ALDERMAN OLIVO (13th Ward):

*Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.*

Five 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:

Ms. Blanca Gonzalez/Ms. Irene Gonzalez -- 6423 South Tripp Avenue;

Mr. Gonzalo Samaniego Juarez -- 6225 South Keating Avenue;

Mr. Russell M. Moris -- 6841 South Kildare Avenue;

Mr. Gregory (Grzegorz) Sarna -- 6022 South Komensky Avenue; and

Mr. Joseph Sobus, Jr. -- 5515 South Kolin Avenue.

Presented By

ALDERMAN BURKE (14th Ward):

*Referred -- AMENDMENT OF TITLE 9 OF MUNICIPAL CODE OF
CHICAGO WHICH WOULD AUTHORIZE IMPOUNDMENT
OF MOTOR VEHICLES FOR SALE ON PUBLIC WAY.*

A proposed ordinance to amend Title 9 of the Municipal Code of Chicago which would authorize impoundment of any vehicle parked on the public roadway for the purpose of displaying or advertising such vehicle for sale and increase the fine for such violation to a minimum of \$100.00 and a maximum of \$200.00, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- GRANT OF PRIVILEGE TO GILMART LTD. TO CONSTRUCT,
INSTALL, MAINTAIN AND USE PARKING AREA ADJACENT
TO 5044 SOUTH ARCHER AVENUE.

Also, a proposed ordinance to grant permission and authority to Gilmart Ltd. to construct, install, maintain and use a diagonal public parking area adjacent to 5044 South Archer Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO CHICAGO'S ORIGINAL
MAXWELL STREET FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Chicago's Original Maxwell Street to maintain and use a portion of the public way adjacent to 5304 South Western Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL OF PLAT OF DOMINICKS NAGLE SUBDIVISION
IN AREA BOUNDED BY WEST DEVON AVENUE, NORTH
MILWAUKEE AVENUE, NORTH NAGLE AVENUE
AND WEST PALATINE AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Dominicks Nagle Subdivision in the area bounded by West Devon Avenue, North Milwaukee Avenue, North Nagle Avenue, West Palatine Avenue and lying east of the east line of the first north/south 16 foot public alley west of North Nagle Avenue and said east line extended north, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST 63RD STREET, SOUTH TROY STREET, WEST 64TH STREET AND SOUTH KEDZIE AVENUE.

Also, a proposed ordinance authorizing the vacation of the east/west 16 foot public alley running east from the east line of South Kedzie Avenue in the block bounded by West 63rd Street, South Troy Street, West 64th Street and South Kedzie Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 5157 SOUTH CALIFORNIA AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Chyba Electric, Inc. to install a sign/signboard at 5157 South California Avenue, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN T. THOMAS (15th Ward):

Referred -- EXEMPTION OF HOLY CROSS HOSPITAL FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Holy Cross Hospital 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 2701 West 68th Street for a one year period ending November 15, 2004, which was *Referred to the Committee on Finance.*

*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. Jim Davis -- 6243 South Mozart Street;

Mr. Alejandro Garcia -- 6231 South Whipple Street; and

Mr. Javier P. Soloris -- 3246 West 65th Street.

Presented By

ALDERMAN COLEMAN (16th Ward):

*Rules Suspended -- GRATITUDE EXTENDED TO THE CHENNY
TROUPE, INC. FOR DEVELOPMENT OF THERAPEUTIC
CANINE CORPS AND PROCLAMATION OF
SEPTEMBER 8, 2003 AS "TAKE YOUR
DOG TO DINNER DAY".*

A proposed resolution reading as follows:

WHEREAS, The Chenny Troupe volunteers and their certified therapy dogs deliver therapeutic success to clients with physical and emotional challenges by teaming professionals for goal-directed therapy; and

WHEREAS, The members of Chenny Troupe have made a difference in the lives of thousands of clients of many ages, helping them to walk and talk again giving them the confidence to live independently without assistance; and

WHEREAS, Chenny Troupe has served Chicago for twelve years without charging

a fee for service at health care facilities such as: The Rehabilitation Institute of Chicago, Schwab Rehabilitation and Care Network, Somerset Place, The Rice Child & Family Center, the Illinois Center for Rehabilitation and Education, Lincoln Park Hospital (formerly Grant Hospital) and LaRabida Children's Hospital; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago proclaim September 8, 2003 to honor Chenny Troupe's working canine corps and to "Take Your Dog to Dinner" at participating restaurants; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Chenny Troupe, Inc.

On motion of Alderman Coleman, seconded by Aldermen Preckwinkle, L. Thomas, Reboyras, Banks, Natarus and M. Smith, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Referred -- AUTHORIZATION FOR VACATION
OF PORTION OF WEST 51ST PLACE.

Also, a proposed ordinance authorizing the vacation of a portion of West 51st Place lying between the east line of South Oakley Avenue and east of the east line of South Oakley Avenue (measured along the north line of West 51st Place, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- COMMITTEE ON POLICE AND FIRE URGED TO
STUDY FEASIBILITY OF ESTABLISHING POLICE
DEPARTMENT SPOUSAL ABUSE UNIT.

Also, a proposed resolution urging the Committee on Police and Fire to conduct a three month study on the feasibility of establishing a specialized police unit that would operate in conjunction with counselors and members of the State's Attorneys Office to consider spousal abuse cases, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- EXEMPTION OF TEMPLE FAITH CHURCH FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 2615 WEST 71ST STREET.

A proposed ordinance to exempt Temple Faith Church from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2615 West 71st Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- 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:

South Fairfield Avenue and West 80th Street; and

South Hermitage Avenue and West 82nd Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS AND
LICENSES, FREE OF CHARGE, TO PARTICIPANTS IN
SAINT THOMAS MORE ALL SCHOOL REUNION.

Also, a proposed order authorizing the Department of Revenue to issue, free of charge, the Tent and Streets and Sanitation Permits, Food Vendor and Liquor Licenses to the participants in the Saint Thomas More All School Reunion to be held on church property on September 13, 2003, during the hours of 4:00 P.M. to 12:00 Midnight, which was Referred to the Committee on Finance.

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- EXEMPTION OF DR. ANNITA JOHN FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 10237 SOUTH WESTERN AVENUE.

A proposed ordinance to exempt Annita John, M.D., P.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 10237 South Western Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR WAIVER OF PERMIT
AND LICENSE FEES FOR APPLICANTS
IN VARIOUS EVENTS.

Also, two proposed orders authorizing the Director of Revenue to waive the permit and license fees specified for the applicants 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:

Mount Greenwood Alliance Run -- to be held on September 6, 2003 (Athletic Event Permit fee); and

Saint John Fisher "Fisherfest" -- to be held at 10234 South Washtenaw Avenue for the period extending September 12 through September 14, 2003 (Food Vendor License, Tent Erection and Street Closure Permit fees).

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/
OR VANS AT 1730 WEST 102ND STREET AND
10848 SOUTH RIDGEWAY AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Ms. Mary E. Waller and Mr. Guerino Bruno to park their pickup trucks and/or vans at 1730 West 102nd Street and 10848 South Ridgeway Avenue, respectively, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 3047 WEST 111TH STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to

Corrigan's Pub to construct, maintain and use one canopy to be attached or attached to the building or structure at 3047 West 111th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- GRANT OF PRIVILEGE TO UNIVERSITY OF CHICAGO,
FILE NUMBER 23, TO MAINTAIN AND USE PIPE TRENCH
ON PORTION OF SOUTH UNIVERSITY AVENUE.

A proposed ordinance to grant permission and authority to University of Chicago, File Number 23, to maintain and use one pipe trench under and across the 80-foot public right-of-way of South University Avenue, 20 feet south of the south line of East 60th Street, thence entering onto private property, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

It's Real, Inc. -- 6037 -- 6039 and 6043 -- 6045 South Dr. Martin Luther King, Jr. Drive; and

K Square Real Estate Investor -- 5715 -- 5717 South Indiana Avenue.

Referred -- AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC
PORTION OF SOUTH WABASH AVENUE FOR USE
AS OPEN PUBLIC SPACE TO BENEFIT
ROSS ELEMENTARY SCHOOL.

Also, a proposed ordinance authorizing and directing the Commissioner of Transportation to close to vehicular traffic that portion of the first north/south alley next east of and parallel to South Wabash Avenue from West 60th Street and proceeding south for a distance of 128 feet, for use as an open public space to benefit Ross Elementary School at 6059 South Wabash Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MUÑOZ (22nd Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Six 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. Antonio Chantaca -- 2425 South St. Louis Avenue;

Mr. Bernardo S. Lozano -- 2528 South Trumbull Avenue;

Mr. Armando Ortega -- 3220 South Kedvale Avenue;

Mr. Miguel Palomino -- 3008 South Central Park Avenue;

Mr. Jesus Palomo -- 2700 South Hamlin Avenue; and

Ms. Leobarda Rivera -- 2634 South Ridgeway Avenue.

Referred -- RANDA CORPORATION URGED TO RECONSIDER
DECISION TO RELOCATE HUMPHREYS ACCESSORIES
DISTRIBUTION CENTER.

Also, a propose resolution urging the Randa Corporation to reconsider its decision to relocate the Humphreys Accessories Chicago Distribution Center, located at 2009 West Hastings, to New Orleans, Louisiana, which was *Referred to the Committee on Human Relations*.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 23.8 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES
ON PORTION OF WEST ARCHER AVENUE.

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 23.8 which restricted the issuance of additional alcoholic liquor licenses on West Archer Avenue, from South Lavergne Avenue to South Laramie Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 23.10 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL PACKAGE GOODS LICENSES
ON PORTION OF WEST ARCHER AVENUE.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the

Municipal Code of Chicago by deleting subsection 23.10 which restricted the issuance of additional package goods licenses on West Archer Avenue, from South Long Avenue to South Central Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY
SPECIAL EVENT PERMITS AND LICENSES, FREE OF
CHARGE, FOR VARIOUS EVENTS.

Also, two proposed ordinances authorizing the Director of Revenue and the Commissioners of Streets and Sanitation, Fire, Sewers and Water to issue all necessary special event permits and licenses, free of charge, to the participants in and applicants for the events noted, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Bethel Reformed Church Family Neighborhood Fest -- to be held at 5433 South Austin Avenue on September 6, 2003; and

Saint Jane de Chantal Family Fest -- to be held at 5252 South Austin Avenue on September 29, 2003.

Referred -- EXEMPTION OF MR. HARRY PRICE/GTC
INTERNATIONAL FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING
FACILITIES FOR 6454 SOUTH
NARRANGANSETT AVENUE.

Also, a proposed ordinance to exempt Mr. Harry Price/GTC International from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6454 South Narrangansett Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, six 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 C. Dobeck -- 5650 South Melvina Avenue;

Mr. Javier Reyes, Jr. -- 5023 South Keeler Avenue;

Mr. Stanislaw Senddecki -- 5636 South McVicker Avenue;

Mr. Tadeusz Smialek -- 5544 South Nordica Avenue;

Mr. Carl Tesinsky -- 5634 South Melvina Avenue; and

Ms. Agripina Tocila -- 4736 South Lavergne Avenue.

Presented By

ALDERMAN CHANDLER (24th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALES
AT 1602 SOUTH KEDZIE AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to C & J Used Furniture/Mr. John Matthews to conduct sidewalk sales at 1602 South Kedzie Avenue on October 1, November 4 and December 1, 2003, during the hours of 8:00 A.M. to 5:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN SOLIS (25th Ward):

Referred -- GRANT OF PRIVILEGE TO CHINATOWN SQUARE
ASSOCIATION TO MAINTAIN AND USE SIGN AND
PLANTER BOX ADJACENT TO 2172
SOUTH ARCHER AVENUE.

A proposed ordinance to grant permission and authority to Chinatown Square Association to maintain and use a sign and planter box adjacent to 2172 South Archer Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- GRANT OF PRIVILEGE TO BOARD OF TRUSTEES
OF UNIVERSITY OF ILLINOIS TO CONSTRUCT, INSTALL,
MAINTAIN AND USE BRIDGE/PARKING GARAGE AND
WAIVER OF PUBLIC WAY USE PERMIT FEE
FOR YEARS 2002 THROUGH 2008.

Also, a proposed ordinance to grant permission and authority to the Board of Trustees of the University of Illinois to construct, install, maintain and use a bridge/parking garage adjacent to 701 West Maxwell Street and the Director of Revenue is authorized and directed to waive the public way use permit fee for the years November 6, 2002 through November 5, 2003, 2003 -- 2004, 2004 -- 2005, 2005 -- 2006, 2006 -- 2007 and 2007 -- 2008, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- STANDARDIZATION OF PORTION OF SOUTH LOOMIS
STREET AS "ROLAND V. LIBONATI STREET".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of South Loomis Street, from

West Arthington Street to West Taylor Street, as "Roland V. Libonati Street", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- EXEMPTION OF MC CORMICK TRIBUNE YOUNG MEN'S
CHRISTIAN ASSOCIATION HEAD START FROM CITY
FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing McCormick Tribune Young Men's Christian Association Head Start with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) at 1834 North Lawndale Avenue for a one year period ending March 1, 2005, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN OCASIO (26th Ward)
And OTHERS:**

Rules Suspended -- CONGRATULATIONS EXTENDED TO MR. PABLO
DE LEON ON RETIREMENT FROM PUBLIC SERVICE.

A proposed resolution, presented by Aldermen Ocasio, Reboyras, Suarez, Colón and Shiller, reading as follows:

WHEREAS, Pablo De Leon has spent his adult life in service to the City of Chicago and residents; and

WHEREAS, Thirty-five years ago, Pablo De Leon began as an intern in the Department of Planning and Development while still a full-time student at the Chicago Academy of Art; and

WHEREAS, After graduation, Pablo was hired as the department's graphic artist; and

WHEREAS, Pablo's talents caught the attention of the Department of Aviation, which chose him to supervise the redesign of the O'Hare airport graphics to ensure that they were compatible with international symbols and signage; and

WHEREAS, In 1980, the city created the Graphics and Reproduction Center and Pablo was appointed as its creative director; and

WHEREAS, Under Pablo's direction, the Graphics and Reproduction Center became a full-service, in-house facility that created citywide standards in an efficient, money-saving manner; and

WHEREAS, In 1998, Mayor Daley appointed Pablo to serve as the director of the Graphics and Reproduction Center where, with an eye to both creativity and the bottom line, he quickly streamlined internal procedures for client agencies ordering printing, design and photographic services; and

WHEREAS, Among Pablo's cost-cutting ideas was the acquisition, at a fraction of the original cost, of state-of-the-art machinery from the Park District and the Board of Education when they folded their internal printing services. The Center now offers four-color printing which for years was out-sourced because of the lack of capability; and

WHEREAS, Pablo has served four years as the "Principal For A Day" at Pritzker Elementary School, and teaches art to the school's special needs class, demonstrating that his time and talents are not limited to city government; and

WHEREAS, Pablo is also very involved in the Mayor's Child Advocacy Center and has recruited members of his staff to join him in the Mayor's Power Lunch Program, visiting schools and helping develop reading skills; and

WHEREAS, Pablo has developed original works of art, designed T-shirts, created chairs and provided personal tutelage for a variety of charitable causes, raising thousands of dollars in the process; and

WHEREAS, Pablo is very involved in the creative process and indulges in his first love, art; and

WHEREAS, Pablo's work is on permanent display at the DuSable Museum and every year at the international Graph Expo show, he is commissioned to create original artwork for reproduction and distribution at this international trade exhibit; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City

of Chicago, assembled here this fourth day of September, 2003, express our thanks to Pablo De Leon for his many years of public service and devotion to duty, congratulate him on his retirement and wish him many years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Pablo De Leon.

On motion of Alderman Ocasio, seconded by Aldermen Preckwinkle, Pope, Balcer, Cárdenas, Burke, Coleman, L. Thomas, Rugai, Reboyras, Suarez, Mell, Laurino and Natarus, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, President Pro Tempore Solis rose and on behalf of the people of Chicago, thanked Mr. De Leon for his service and devotion to the city. After noting that Mr. De Leon's artistry encompassed the realms of dance and music as well as the graphic arts, President Pro Tempore Solis congratulated Mr. De Leon on his retirement.

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- EXEMPTION OF GERBER AUTOMOTIVE/MS. MARGARITE CUCCI FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 1060 -- 1062 WEST HURON STREET.

A proposed ordinance to exempt Gerber Automotive/Ms. Margarite Cucci from the

physical barrier requirement pertaining to alley accessibility for the parking facilities for 1060 -- 1062 West Huron Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- AMENDMENT OF TITLE 7 OF MUNICIPAL CODE
OF CHICAGO BY CREATION OF CLEAN INDOOR
AIR ORDINANCE OF 2003.

A proposed ordinance to amend Title 7 of the Municipal Code of Chicago by the creation of the Clean Indoor Air Ordinance of 2003 which would regulate smoking in public places and places of employment, which was *Referred to the Committee on Health.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 2419 WEST 15TH STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Midland Realty Company to construct, maintain and use one canopy to be attached or attached to the building or structure at 2419 West 15th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN CAROTHERS (29th Ward):

Referred -- EXEMPTION OF MR. JOSE L. GOMEZ/GALENO'S AUTO REPAIR, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 6327 WEST GRAND AVENUE.

A proposed ordinance to exempt Mr. Jose L. Gomez/Galeno's Auto Repair, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6327 West Grand Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN CAROTHERS (29th Ward) And
ALDERMAN BALCER (11th Ward):**

Referred -- AMENDMENT OF TITLE 4 OF MUNICIPAL CODE OF CHICAGO BY ESTABLISHMENT OF LICENSE REQUIREMENTS FOR INTERMODAL FREIGHT CONTAINER STORAGE FACILITIES.

A proposed ordinance to amend Title 4 of the Municipal Code of Chicago by the addition of new Chapters 5 and 24 which would establish license requirements and fees for the operation of intermodal freight container storage facilities, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN REBOYRAS (30th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Joseph's Import & Domestic Auto Service -- 2415 North Pulaski Road; and

RCW Racing -- 3925 West Armitage Avenue.

Referred -- AUTHORIZATION FOR INSTALLATION
OF GUARDRAILS AT VARIOUS LOCATIONS.

Also, two proposed ordinances directing the Commissioner of Transportation to give consideration to the installation of guardrails at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

on the south and east sides of 2017 North Karlov Avenue; and

on the north and west sides of 1942 North Keystone Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 4325 WEST ARMITAGE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Iglesia Mision Del Valle to construct, maintain and use one canopy to be attached or attached to the building or structure at 4325 West Armitage Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT 4745 WEST BELMONT AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Walgreens to construct, maintain and use four canopies to be attached or attached to the building or structure at 4745 West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MATLAK (32nd Ward):

Referred -- EXEMPTION OF SAINT MARY OF NAZARETH
HOSPITAL CENTER FROM CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Saint Mary of Nazareth Hospital Center with

inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at various locations on portions of West Division Street and North Bell Avenue for a one year period ending November 4, 2004, which was *Referred to the Committee on Finance*.

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.*

Also, five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Carbit Paint Company -- to occupy and maintain a fenced-off area for parking, storage and building operations adjacent to 927 West Blackhawk Street;

Frederick Corporation -- to construct, install, maintain and use one brick paver adjacent to 2949 North Ashland Avenue;

Reliable Lofts Condominium L.L.C. -- to maintain and use one grease basin adjacent to 3062 -- 3072 North Lincoln Avenue;

Mr. Douglas Schoen -- to construct, install, maintain and use landscaping adjacent to 1906 -- 1908 -- 1910 -- 1912 West Cortland Street; and

TCF National Bank -- to construct, install, maintain and use three awnings, two banners and three planters adjacent to 1400 West Fullerton Avenue.

*Referred -- TIME EXTENSION GRANTED FOR VACATION OF
PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY
WEST CORTLAND STREET, NORTH LEAVITT
STREET AND NORTH WILMOT AVENUE.*

Also, a proposed ordinance granting a time extension for the vacation of a portion

of the public alley in a triangular block bounded by West Cortland Street, North Leavitt Street and North Wilmot Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, four proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Ms. Anita Goyal -- 1555 West Montana Street;

JDL Development -- 1732 -- 1740 West Diversey Parkway;

Patty Navilio Group -- 1859 North Elston Avenue; and

2028 West Belmont L.L.C. -- 2026 -- 2028 West Belmont Avenue.

Referred -- STANDARDIZATION OF PORTION OF WEST WELLINGTON
AVENUE AS "ST. ALPHONSUS ACADEMY WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of the 1400 block of West Wellington Avenue as "St. Alphonsus Academy Way", 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, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

Landmark Sign Group, Inc. -- 2936 North Southport Avenue; and

Olympic Signs, Inc. -- 1835 North Clybourn Avenue.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED PERMIT
AND LICENSE FEES FOR PARTICIPANTS
IN VARIOUS EVENTS.

Also, five proposed orders authorizing the Director of Revenue to waive the permit and license fees specified for the participants in the events noted, to take place along the public ways and during the periods indicated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

6th Annual Back Yard Bash -- to be held at 3100 to 3200 North Greenview Avenue on June 21, 2003, during the hours of 11:00 A.M. to 8:00 P.M. and on June 22, 2003, during the hours of 11:00 A.M. to 6:00 P.M. (Food Vendor, Itinerant Merchant License fees, Canopy Erection and Street Closure Permit fees);

Bucktown 5K Race -- to be held at Holstein Park on September 21, 2003, during the hours of 8:30 A.M. to 3:00 P.M. (Food Vendor License fees, Canopy Erection and Street Closure Permit fees);

Harvest Fest -- to be held at 3150 North Wolcott Avenue, from West Fletcher Street to West Belmont Avenue on September 20, 2003, during the hours of 11:00 A.M. to 10:00 P.M. and on September 21, 2003, during the hours of 11:00 A.M. to 9:00 P.M. (Food Vendor, Itinerant Merchant License fees and Street Closure Permit fee);

Retro on Roscoe Street Festival -- to be held on August 2 and 3, 2003, during the hours of 11:00 A.M. to 10:00 P.M. (Food Vendor, Itinerant Merchant License fees, Canopy Erection and Street Closure Permit fees); and

Saint Volodymyr and Saint Olha Parish Picnic -- to be held at 2245 West Superior Street, from North Oakley Boulevard to North Leavitt Street on September 13 and 14, 2003, during the hours of 1:00 P.M. to 10:00 P.M. (Food Vendor and Itinerant Merchant License fees, Canopy Erection and Street Closure Permit 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. Michael Deeke -- 2033 West Iowa Street; and

Mr. Pete Donaghue -- 1903 West Melrose Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT 2501 NORTH SOUTHPORT AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Ewald-Barlock Funeral Home to construct, maintain and use four canopies to be attached or attached to the building or structure at 2501 North Southport Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- GRANT OF PRIVILEGE TO RONAN DEVELOPERS, L.L.C.
TO CONSTRUCT, INSTALL, MAINTAIN AND USE BALCONIES
ADJACENT TO 2934 WEST MONTROSE AVENUE.

A proposed ordinance to grant permission and authority to Ronan Developers, L.L.C. to construct, install, maintain and use twelve balconies adjacent to 2934 West Montrose Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. William T. Carey -- for one canopy at 4101 North Kedzie Avenue;

Manzo's Restaurant, Inc. -- for one canopy at 3210 West Irving Park Road; and

Richard's Body Shop -- for one canopy at 3041 West Lawrence Avenue.

Presented By

ALDERMAN AUSTIN (34th Ward):

*Referred -- AUTHORIZATION FOR VACATION OF PORTION
OF SOUTH PERRY AVENUE.*

A proposed ordinance authorizing the vacation of a portion of South Perry Avenue, between West 111th Place and West 111 Street, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SAC
ON PORTION OF SOUTH WALLACE AVENUE.*

Also, a proposed ordinance authorizing the Commissioner of Transportation to cause the construction of a cul-de-sac on South Wallace Avenue, at West 121st Street (railroad), which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN COLÓN (35th Ward):

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT 2300 NORTH
MILWAUKEE AVENUE.*

Two proposed orders directing the Commissioner of Buildings to issue permits to Sure Light Sign Company to install signs/signboards at 2300 North Milwaukee Avenue, which were *Referred to the Committee on Buildings*, as follows:

one sign/signboard measuring 142 square feet; and

one sign/signboard measuring 189 square feet.

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:

Logan Theatre -- for one canopy at 2646 North Milwaukee Avenue; and

Mr. George E. Tomasek -- for one canopy at 2536 North Sawyer Avenue.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Auto Works -- 7053 -- 7055 West Belmont Avenue; and

Starbucks Coffee -- 7112 West North Avenue.

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- EXEMPTION OF OUR LADY OF THE RESURRECTION
MEDICAL CENTER FROM CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Our Lady Of The Resurrection 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 various locations for a one year period not to exceed November 15, 2004, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY
SPECIAL EVENT PERMITS AND LICENSES, FREE OF
CHARGE, TO APPLICANTS IN
VARIOUS EVENTS.

Also, two proposed ordinances authorizing the Director of Revenue and the Commissioners of Buildings, Transportation, Streets and Sanitation, Fire, Sewers and Water to issue all necessary special event permits and licenses, free of charge, to the applicants listed below for the events noted, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Luther High School North Walkathon -- to be held at 5700 West Berteau Avenue on October 15, 2003; and

Robert Bellarmine Church Raffle -- to be held at 4646 North Austin Avenue on October 24, 2003.

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 the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Master Sound and Security/Mr. Khairi Mohammed -- 3956 North Narragansett Avenue; and

RDM Development/3715 Milwaukee, L.L.C. -- 3711 North Milwaukee Avenue.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Hassan Harb/Ameer General Merchandise -- 3444 West Lawrence Avenue;

Korean United Presbyterian Church -- 5909 North Rogers Avenue; and

Ms. Kyuoku Yu -- 4716 North Pulaski Road.

Referred -- AUTHORIZATION FOR WAIVER OF TENT INSTALLATION
FEES FOR QUEEN OF ALL SAINTS BASILICA.

Also, a proposed order authorizing the Commissioner of Buildings to waive the Tent Installation Permit fees for Queen of All Saints Basilica at 6280 North Sauganash Avenue, for the period extending September 13 through October 7, 2003, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Two proposed ordinances providing inclusive exemption from all city fees to the applicants listed below, under their not-for-profit status, for the erection and maintenance of buildings and fuel storage facilities at the locations noted, which were *Referred to the Committee on Finance*, as follows:

Chicago Housing Authority (Sheridan & Devon Apartments) 6400 North Sheridan Road -- for a one year period not to exceed August 31, 2004; and

Swedish Covenant Hospital, C.C.C., various locations -- for a one year period not to exceed November 15, 2004.

Referred -- GRANT OF PRIVILEGE TO BURROWS MOVING COMPANY
TO MAINTAIN AND USE LOADING PLATFORM ADJACENT
TO 6542 NORTH CLARK STREET.

Also, a proposed ordinance to grant permission and authority to Burrows Moving Company to maintain and use one loading platform adjacent to 6542 North Clark Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

CA Development Group, Inc. -- various locations; and

Heung Baek -- 5300 North Lincoln Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5214 NORTH LINCOLN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Strip Mall to construct, maintain and use one canopy to be attached or attached to the building or structure at 5214 North Lincoln Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- BOARD OF EDUCATION PRESIDENT MICHAEL SCOTT AND
CHICAGO PUBLIC SCHOOLS CHIEF EXECUTIVE OFFICER
ARNE DUNCAN INVITED TO TESTIFY BEFORE
COMMITTEE ON EDUCATION ON STATUS
OF NO CHILD LEFT BEHIND ACT.

Also, a proposed resolution inviting Mr. Michael Scott, President of the Chicago Board of Education and Mr. Arne Duncan, Chief Executive Officer of the Chicago Public Schools to testify before the Committee on Education on the current status

and predicted impact of the federally mandated No Child Left Behind Act of 2001, which was *Referred to the Committee on Education*.

Presented By

**ALDERMAN DOHERTY (41st Ward) And
ALDERMAN MUÑOZ (22nd Ward):**

Referred -- COMMITTEE ON HOUSING AND REAL ESTATE URGED
TO CONDUCT HEARINGS ON ALLOCATION OF TAX
INCREMENT FINANCING REVENUE FOR
AFFORDABLE HOUSING PROJECTS.

A proposed resolution calling upon the Committee on Housing and Real Estate to hold hearings to determine the feasibility of allocating a portion of tax increment financing revenues to fund affordable housing projects, which was *Referred to the Committee on Housing and Real Estate*.

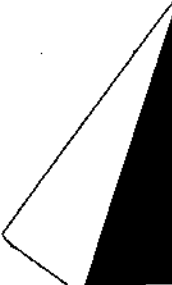
Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Thirteen 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:

Banana Republic, Inc. Number 8179 -- to maintain and use six recessed lights adjacent to 744 North Michigan Avenue;



Chicago Wells Design Center, L.L.C. -- to construct, install, maintain and use four planter boxes and decorative wrought iron fencing adjacent to 755 North Wells Street;

Columbia Broadcasting System, Inc. (WBBM-TV) -- to maintain and use one coaxial cable under and across East Ontario Street between 630 North McClurg Court and 333 East Ontario Street;

Information Resource, Inc. -- to maintain and use subsurface vaults adjacent to 150 North Clinton Street;

Information Resource, Inc. -- to maintain and use a sky link covered bridge adjacent to 564 West Randolph Street;

Inter Capital Realty -- to occupy and maintain an area for deliveries, storage of dumpsters, parking and building operations adjacent to 307 -- 323 North Michigan Avenue;

Marshall Field's Number 3001 -- to maintain and use one building connection to the Randolph-Washington-State Street Subway Station adjacent to 105 -- 139 North State Street;

Metropolitan Rental Corporation -- to maintain and use a portion of the public right-of-way for parking and building operations adjacent to 310 North Michigan Avenue;

National Association of Realtors -- to construct, install, maintain and use an emergency generator adjacent to 430 North Michigan Avenue;

Northwestern Memorial Hospital -- to construct, install, maintain and use seventeen planters, eighteen pedestrian lights, three lighting conduits, two underground building drain tiles, three underground planter drain tiles and one directory adjacent to 245 East Chicago Avenue;

Oak Terrace Condominium Association -- to maintain and use eight balconies adjacent to 120 West Oak Street;

State & Walton, L.L.C., in care of Midwest Property Corporation -- to construct, install, maintain and use one planter, three canopies and nine awnings adjacent to 933 North State Street; and

162 North Clinton Corporation -- to maintain and use one cast iron drain tile adjacent to 162 -- 166 North Clinton Street.

Referred -- GRANT OF PRIVILEGE TO SUSHI SAMBA
FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Sushi Samba to maintain and use a portion of the public way adjacent to 504 North Wells Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF FRED LEV COMPANY FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 200 WEST OHIO STREET.

Also, a proposed ordinance to exempt Fred Lev Company from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 200 West Ohio 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 -- STANDARDIZATION OF PORTION OF NORTH
STREETER DRIVE AS "JIMMY DAMON WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of North Streeter Drive, between East Grand Avenue and East Illinois Street, as "Jimmy Damon Way", which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- CORRECTION OF JULY 9, 2003 JOURNAL OF
THE PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF CHICAGO.*

Also, a proposed correction of the July 9, 2003 *Journal of the Proceedings of the City Council of the City of Chicago* for an ordinance printed on 4214, by striking the words: "northeast corner of West Adams Street and South LaSalle Street" appearing in the twelfth and thirteenth lines from the top of the page; and the words: "northeast corner of Adams Street and LaSalle Street" appearing in the second line from the bottom of the page; and on page 4215, by striking the words: "northeast corner of West Adams Street and South LaSalle" appearing in the fourth line from the bottom of the page and inserting in lieu thereof the words: "southeast corner of State Street and Adams", which was *Referred to the Committee on Committees, Rules and Ethics*.

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.*

Also, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

Midwest Sign & Lighting, Inc. -- 474 North Lake Shore Drive (two banners -- one for north elevation and one for south elevation); and

Sure Light Sign Company -- 17 North State Street (north elevation).

*Referred -- PERMISSION TO HOLD SIDEWALK SALE
AT 307 WEST LAKE STREET.*

Also, a proposed order directing the Commissioner of Transportation to grant permission to Dye "Y" Style/Ms. Bonnie McHugh to conduct a sidewalk sale at 307 West Lake Street for the period extending August 13 through August 15, 2003, during

the hours of 8:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
PERMIT AND LICENSE FEES FOR PARTICIPANTS
IN VARIOUS EVENTS.

Also, eleven proposed orders authorizing the waiver of permit and license fees specified for the participants in the events noted, to take place along the public way and during the periods indicated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Aga Khan Foundation U.S.A. Partnership Walk -- to be held in Arvey Field on September 28, 2003, during the hours of 9:00 A.M. to 4:00 P.M. (Food Vendor and Itinerant Merchant License fees);

Aga Khan Foundation U.S.A. Partnership Walk -- to be held in Arvey Field on September 28, 2003, during the hours of 9:00 A.M. to 4:00 P.M. (Tent Installation Permit fees);

Celtic Festival -- to be held in Grant Park on September 13 and 14, 2003 (Canopy and Tent Installation Permit fees);

Dance Africa Chicago 2003 Marketplace -- to be held at the Chicago Theatre for the period extending October 17 through October 19, 2003 (Food Vendor and Itinerant Merchant License fees);

La Bruguena Restaurant "Presencia Pueretorriquena" -- to be held at Daley Plaza for the period extending August 25 through August 29, 2003 (Food Vendor and Itinerant Merchant License fees);

The Lyric Opera Free Event -- to be held at the Petrillo Band Shell on September 6, 2003, during the hours of 5:30 P.M. to 9:30 P.M. (Food Vendor and Itinerant Merchant License fees);

The Lyric Opera Free Event -- to be held in vicinity of the Petrillo Band Shell on September 6, 2003, during the hours of 5:30 P.M. to 9:30 P.M. (Tent Installation Permit fees);

Susan G. Komen Breast Cancer Foundation Race For The Cure -- to be held on South Columbus Drive and West Balbo Street on October 4, 2003 (Itinerant Merchant License fees);

Susan G. Komen Breast Cancer Foundation Race For The Cure -- to be held at South Columbus Drive and West Balbo Street on October 4, 2003 (Itinerant Merchant License and Street Closure Permit fee);

River North Bash -- to be held at 716 North Orleans Street on September 13 and 14, 2003, during the hours of 12:00 P.M. to 11:00 P.M. (Food Service fees); and

Viva Latin Festival -- to be held in Grant Park on August 23 and 24, 2003 (Itinerant Merchant and Food Vendor License fees).

Referred -- WAIVER OF CERTAIN FEES FOR NORTHWESTERN
MEMORIAL HOSPITAL IN CONJUNCTION WITH
INSTITUTION DAY/FIRE PREVENTION WEEK.

Also, a proposed order authorizing the Director of Revenue to waive the fees for Northwestern Memorial Hospital for use of fifty-one street meter parking spaces on East Chicago Avenue, between North Lake Shore Drive and North Fairbanks Court, on October 8, 2003, from 9:00 A.M. to 3:00 P.M., in conjunction with Institution Day/Fire Prevention Week for the Chicago Fire Department, which was *Referred* to the Committee on Special Events and Cultural Affairs.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, fourteen 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:

At The Tracks -- for one canopy at 325 North Jefferson Street;

Audio Consultants, Inc. -- for one canopy at 839 North Clark Street;

Doubletree Guest Suites -- for five canopies at 198 East Delaware Place;

Fitzpatrick -- for one canopy at 166 East Superior Street;

Giordano's Enterprises, Inc. -- for two canopies at 308 West Randolph Street;

Onterie Center -- for three canopies at 446 East Ontario Street;

Public Building Commission of Chicago -- for one canopy at 30 East Lake Street;

Randolph Place Residences Condominium Association -- for two canopies at 165 North Canal Street;

Rosebud On Rush -- for one canopy at 55 East Superior Street;

Rosebud Steakhouse -- for two canopies at 192 East Walton Street;

Trizechahn 550 West Washington, L.L.C. -- for two canopies at 550 West Washington Boulevard;

Urban Innovations, Ltd. -- for four canopies at 210 -- 222 West Superior Street;

Village Theatre -- for one canopy at 1548 North Clark Street; and

860 Lake Shore Drive Trust -- for one canopy at 272 East Chestnut Street.

Presented By

ALDERMAN NATARUS (42nd Ward)
And OTHERS:

Referred -- AMENDMENT OF TITLE 9, CHAPTER 100, SECTION 030(c)
OF MUNICIPAL CODE OF CHICAGO CONCERNING
NOTIFICATION REQUIREMENTS FOR TRAFFIC
VIOLATION ADJUDICATION HEARING.

A proposed ordinance, presented by Aldermen Natarus, Allen, Doherty, Schuler, M. Smith and Stone, to amend Title 9, Chapter 100, Section 030(c) of the Municipal Code of Chicago which would require the City Traffic Compliance Administrator to send notice by certified mail, return receipt requested, postage prepaid to the registered owner of a vehicle who has requested an administrative hearing to contest a traffic violation concerning the location, date and time of such hearing and further, which would render null and void any adjudication under this chapter if the Traffic Compliance Administration fail to send such notification, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN DALEY (43rd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Fifth Third Bank -- to maintain and use an existing exterior stairwell adjacent to 900 West Armitage Avenue; and

Jan Matthews -- to maintain and use an existing two-story bay window adjacent to 2033 North Cleveland Avenue.

Referred -- EXEMPTION OF 432 GRANT PLACE, L.L.C. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 432 WEST GRAND PLACE.

Also, a proposed ordinance to exempt 432 Grant Place, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 432 West Grant Place, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 758 WEST NORTH AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to White Way Sign and Maintenance Company to install a sign/signboard at 758 West North Avenue, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY
PERMITS, FREE OF CHARGE, TO LANDMARK PROPERTIES
AT VARIOUS LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue and the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water and Zoning to issue all necessary permits, free of charge, to the landmark properties at the locations specified, which were *Referred to the Committee on Historical Landmark Preservation*, as follows:

853 West Armitage Avenue -- for demolition of a non-contributing one-story building and construction of a new two-story building; and

2102 North Fremont Street -- for construction of a second floor addition to the rear of the building.

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. Robert Josifovski -- 1127 West Montana Street; and

Mr. Nathan Selvig -- 823 West Belden Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Hemingway House Condominium Association -- for one canopy at 1850 North Clark Street;

LaSalle Cleaners -- for one canopy at 156 West Division Street; and

2650 Lakeview Condominium Association -- for one canopy at 2650 North Lakeview Avenue.

Presented By

ALDERMAN TUNNEY (44th Ward):

Referred -- EXEMPTION OF CHICAGO HOUSING AUTHORITY
(BRITTON/BUDD APARTMENTS) FROM CITY FEES
UNDER NOT-FOR-PROFIT STATUS.

Two proposed ordinances providing The Chicago Housing Authority (Britton/Budd Apartments) with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at 501 West Surf Street, for the periods noted, which were *Referred to the Committee on Finance*, as follows:

for a one year period not to exceed December 31, 2003; and

for a one year period not to exceed December 31, 2004.

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:

Plaza 32 Condominium Association -- to maintain and use one grease basin, two sheet pilings and seven cornices adjacent to 3232 North Halsted Street; and

Twisted Spoke -- to construct, install, maintain and use a planter and decorative safety guardrail adjacent to 3365 North Clark Street.

Referred -- AMENDMENT OF ORDINANCES WHICH AUTHORIZED
GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR SIDEWALK CAFES.

Also, four proposed ordinances to amend ordinances passed by the City Council, on the dates and at the page numbers indicated, which granted permission and authority to the applicants listed for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

April 9, 2003/*Journal of the Proceedings of the City Council of the City of Chicago*, page 106828:

Renaldi's Pizza, 2827 North Broadway -- by striking the words: "fourteen (14) feet in length and five (5) feet in width" and inserting in lieu thereof the words: "seventeen (17) feet in length and six (6) feet in width";

April 9, 2003/*Journal of the Proceedings of the City Council of the City of Chicago*, page 106841:

Uncommon Ground, Inc., 1214 -- 1220 West Grace Street -- by inserting the words: "bolted to sidewalk";

May 7, 2003/*Journal of the Proceedings of the City Council of the City of Chicago*, page 1261:

Pizza Capri, 962 West Belmont Avenue -- by striking the words: "twenty-five and six-tenths (25.6) feet in length and eight and six-tenths (8.6) feet in width", and inserting in lieu thereof the words: "forty-one and six-tenths (41.6) feet in length and eight and six-tenths (8.6) feet in width and bolted to sidewalk"; and

May 7, 2003/*Journal of the Proceedings to the City Council of the City of Chicago*, page 1245:

O'Malley's Schoolyard Tavern, 3258 North Southport Avenue -- by inserting the words: "bolted to sidewalk".

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- EXEMPTION OF SWEDISH COVENANT
HOSPITAL FROM CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Swedish Covenant Hospital 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 4753 North Elston Avenue for a one year period not to exceed November 15, 2004, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIFIED
PERMITS AND LICENSES, FREE OF CHARGE, TO
PARTICIPANTS IN VARIOUS EVENTS.

Also, three proposed orders authorizing the issuance of the permits and licenses specified, free of charge, to the participants in the events noted, to take place during the periods indicated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Saint Edward's Parish Fall Festival -- to be held on October 3 and 4, 2003 (Special Event Permits and Licenses);

Taste of Polonia -- for the period extending August 11 through September 2, 2003 (Street Banners Permit); and

Taste of Polonia -- for the period extending August 29 through September 1, 2003 (Food Vendor and Itinerant Merchant Licenses, Street Closure, Carnival Ride, Electrical Installation and Inspection Permits).

9/4/2003

NEW BUSINESS PRESENTED BY ALDERMEN

7713

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY AT
5742 -- 5744 NORTH MILWAUKEE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Gladstone Bakery to construct, maintain and use one canopy to be attached or attached to the building or structure at 5742 -- 5744 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- GRANT OF PRIVILEGE TO PINE GROVE COURT
CONDOMINIUMS TO CONSTRUCT, INSTALL, MAINTAIN
AND USE LAWN SPRINKLER SYSTEM ADJACENT
TO 3600 -- 3608 NORTH PINE GROVE AVENUE.

A proposed ordinance to grant permission and authority to Pine Grove Court Condominiums to construct, install, maintain and use a lawn sprinkler system adjacent to 3600 -- 3608 North Pine Grove Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20,

Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Michael Blake -- 725 West Sheridan Road; and
InterParking -- 3620 North Broadway.

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:

Planned Realty Group, Inc. -- for one canopy at 3501 North Broadway; and
3500 North Lake Shore Co-op Apartments -- for one canopy at 3500 North Lake Shore Drive.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 264 OF MUNICIPAL
CODE OF CHICAGO CONCERNING RECORD KEEPING
OF SECONDHAND TRANSACTIONS.

A proposed ordinance to amend Title 4 , Chapter 264, Sections 050 and 070 of the Municipal Code of Chicago by defining the term "book" as an accessible computer database capable of being printed at the dealer's business location as related to record keeping of transactions of used articles other than digital audio discs or digital

video discs and by adding new Section 052 which would establish record keeping requirement related to digital audio and video discs and further, by establishing fines for violations of any provision of this section, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS
AT 3701 AND 3711 NORTH WESTERN AVENUE.

Also, a proposed ordinance authorizing the Commissioner of Transportation to cause the construction of cul-de-sacs at 3701 and 3711 North Western Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Ifeta Redzonvic -- 4900 -- 4910 North Lincoln Avenue; and

4212 North Lincoln Avenue, L.L.C. -- 4212 North Lincoln Avenue.

Referred -- STANDARDIZATION OF CORNER OF WEST WARNER
AVENUE AND NORTH SOUTHPORT AVENUE AND CORNER
OF WEST WARNER AVENUE AND NORTH GREENVIEW
AVENUE AS "LOIS BUENGER WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of the southwest corner of West Warner Avenue and North Southport Avenue and the northwest corner of West Warner Avenue and North Greenview Avenue as "Lois Buenger Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 4020 NORTH LINCOLN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to North Center Eye Care to construct, maintain and use one canopy to be attached or attached to the building or structure at 4020 North Lincoln Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- EXEMPTION OF CHICAGO HOUSING AUTHORITY
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Three proposed ordinances providing inclusive exemption from all city fees to the Chicago Housing Authority, under its not-for-profit status, for the erection and maintenance of buildings and fuel storage facilities for a one year period not to exceed September 4, 2004, which were *Referred to the Committee on Finance*, as follows:

Fischer Apartments -- 5821 North Broadway;

Pomeroy Apartments -- 1039 West Hollywood Avenue; and

Kenmore Apartments -- 5040 North Kenmore Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO WIKSTROM'S GOURMET FOOD,
INC. TO CONSTRUCT, INSTALL, MAINTAIN
AND USE FLAGPOLES ADJACENT TO
5247 NORTH CLARK STREET.

Also, a proposed ordinance to amend an ordinance previously passed by the City Council on September 4, 2002 and printed on page 93016 of the *Journal of the Proceedings of the City Council of the City of Chicago* which authorized a grant of privilege to Wikstrom's Gourmet Food, Inc. to construct, install, maintain and use six flagpoles adjacent to 5247 North Clark Street by striking the words: "Three Hundred and no/100 Dollars (\$300.00) per annum, in advance" and inserting in lieu thereof the words: "Flagpoles shall be for beautification purposes, grantee shall pay to the City of Chicago as compensation for the privilege herein the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

All American Nursing Home -- for one canopy at 5448 North Broadway; and

6030 Sheridan Condominium Association, in care of Sixty Thirty, L.L.C. -- for one canopy at 6030 North Sheridan Road.

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Emerald Isle, L.L.C. -- 1030 West Albion Avenue;

Mr. Roy Blavise/Ilse Properties -- 7257 North Hamilton Avenue; and

Kilcorn Builders -- 7250 North Oakley Avenue.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- EXEMPTION OF SWEDISH COVENANT HOSPITAL
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Swedish Covenant Hospital 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 3434 West Peterson Avenue for a one year period not to exceed November 15, 2004, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPIES
AT 2727 WEST HOWARD STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Gulliver's, Inc. to construct, maintain and use two canopies to be attached or attached to the building or structure at 2727 West Howard Street, which was *Referred to the Committee on Transportation and Public Way*.

5. FREE PERMITS, LICENSE FEE EXEMPTIONS,
CANCELLATION OF WARRANTS FOR
COLLECTION AND WATER
RATE EXEMPTIONS,
ET CETERA.

Proposed ordinances, orders, et cetera, described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN FLORES (1st Ward):

Erie Family Health Center -- for renovation of building, parking lot and landscaping on the premises known as 2750 West North Avenue.

BY ALDERMAN PRECKWINKLE (4th Ward):

Chicago Housing Authority/Lake Michigan Apartments -- for rehabilitation of buildings and fuel storage facilities on the premises known as 4227 South Oakenwald Avenue.

Chicago Housing Authority/49th and Langley Apartments -- for rehabilitation of buildings and fuel storage facilities on the premises known as 4930 South Langley Avenue.

BY ALDERMAN BURKE (14th Ward):

Saint Simon the Apostle Church -- for installation of an exterior sign on the premises known as 5157 South California Avenue.

BY ALDERMAN L. THOMAS (17th Ward):

McKinley Hammond House -- for erection and maintenance of building(s) and fuel storage facilities on the premises known as 6701 South Morgan Street.

BY ALDERMAN CHANDLER (24th Ward):

Greater Rock Missionary Baptist Church -- for rehabilitation of existing buildings at various locations (2).

BY ALDERMAN MATLAK (32nd Ward):

Saint Alphonsus Church -- for repair of church steeple on the premises known as 1429 West Wellington Avenue.

Ukrainian Institute of Modern Art -- for rehabilitation of the premises known as 2320 West Chicago Avenue.

BY ALDERMAN AUSTIN (34th Ward):

The Block Club of 10100 through 10156 South Green Street -- for installation of yard lights at various locations between 10100 and 10156 South Green Street.

9/4/2003

NEW BUSINESS PRESENTED BY ALDERMEN

7721

New Jerusalem Temple Church -- for construction of two new one-story, single-family residences on the premises known as 11709 South Vincennes Avenue and 11613 South Church Street.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN PRECKWINKLE (4th Ward):

Saint Paul the Redeemer Church, 4945 South Dorchester Avenue.

BY ALDERMAN POPE (10th Ward):

The Salvation Army Child Care Program, 10536 South Bensley Avenue.

South Chicago Parents and Friends, 10241 South Commercial Avenue.

BY ALDERMAN CAROTHERS (29th Ward):

The Salvation Army Child Care Program, 500 South Central Avenue.

BY ALDERMAN MITTS (37th Ward):

New Hope Head Start, 4255 West Division Street.

BY ALDERMAN O'CONNOR (40th Ward):

Saint Philip Evangelical Lutheran Day Care Center, 2444 West Bryn Mawr Avenue.

BY ALDERMAN LEVAR (45th Ward):

Faith Lutheran Pre-School, 6201 West Peterson Avenue.

BY ALDERMAN M. SMITH (48th Ward):

The Salvation Army -- Emergency Lodge Head Start, 4800 North Marine Drive.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN LYLE (6th Ward):

The Congregational Church of Park Manor, United Church of Christ, 7000 South Dr. Martin Luther King, Jr. Drive -- annual sign inspection fee.

BY ALDERMAN BURKE (14th Ward):

Veterans of Foreign Wars, Nav-Ar-Mar Post Number 5535, 2620 West 51st Street -- annual flat sign inspection fee.

BY ALDERMAN CHANDLER (24th Ward):

Mercy Seat Baptist Church, 4015 West Roosevelt Road -- annual sign inspection fees.

BY ALDERMAN MATLAK (32nd Ward):

Cardinal Bernardin Early Childhood Center, Saint Theresa Campus, 1940 North Kenmore Avenue -- annual sign inspection fee.

Peace School (Charles Kim), 3121 North Lincoln Avenue -- annual refrigeration inspection fee.

BY ALDERMAN LAURINO (39th Ward):

North Park College Theological Seminary, various locations -- annual building inspection fees.

BY ALDERMAN O'CONNOR (40th Ward):

Christian Science Room, 5940 North Lincoln Avenue -- annual sign inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Lake Shore Drive Synagogue, 70 East Elm Street -- annual building inspection fee.

9/4/2003

NEW BUSINESS PRESENTED BY ALDERMEN

7723

BY ALDERMAN LEVAR (45th Ward):

Catholic Kopling Society of Chicago, 5826 North Elston Avenue -- annual public place of assembly inspection fee.

CANCELLATION OF WATER/SEWER ASSESSMENTS:

BY ALDERMAN HAITHCOCK (2nd Ward):

Pacific Garden Mission, 646 South State Street.

BY ALDERMAN T. THOMAS (15th Ward):

Second Apostolic Church, 3342 West 64th Place.

Shining Light Missionary Baptist Church, 1950 West 63rd Street.

Way of Christ Missionary Baptist Church, 6453 -- 6457 South Marshfield Avenue.

BY ALDERMAN OCASIO (26th Ward):

L.U.C.H.A. (Latin United Community Housing Association), 3337 West Division Street and 1414 -- 1418 North Washtenaw Avenue (2).

BY ALDERMAN AUSTIN (34th Ward):

A Little Bit of Heaven, 11315 -- 11327 South Wentworth Avenue.

BY ALDERMAN LAURINO (39th Ward):

Telshe Yeshiva Chicago, 3425 West Foster Avenue.

BY ALDERMAN DALEY (43rd Ward):

The Chicago Historical Society, 1659 North Clark Street.

REFUND OF FEE:

BY ALDERMAN BEAVERS (7th Ward):

Labor of Love Apostolic Church/Mr. Anthony Williams, 2800 East 79th Street --
refund in the amount of \$2,946.00.

WAIVER OF FEE:

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, various locations -- for inspection services.

SENIOR CITIZENS SEWER REFUNDS:
(\$50.00)

BY ALDERMAN BANKS (36th Ward):

Colletti, Guy M.

BY ALDERMAN NATARUS (42nd Ward):

Curtin, James K.

Fallon, Raymond Charles

Lacaci, Nellie B.

Saidak, Jean M.

Wright, James H.

BY ALDERMAN DALEY (43rd Ward):

Callen, Lawrence A.

Chanen, Franklin A.

Desatnick, Robert L.

Lipnick, Stanley M.

Mayer, Nan W.

BY ALDERMAN SHILLER (46th Ward):

Aubuchon, Lillian C.

Einhorn, Grace B.

Jaffee, Ceil B.

Kahan, Ruth

Katz, Robert S.

BY ALDERMAN SCHULTER (47th Ward):

Bimbas, Georgian

Biyiktay, Susan

Castillo, Maria

Collazo, Agapita

Czubelc, Aniela

Fajardo, Maria

Fitzsimmons, Ida R.

Garcia, Ana

Gorecka, Maria

Hernandez, Roger K.

Kerney, Sally A.

Koziol, Marion E.

Kretz, Aleksandra

Tomah, Zakaria

Luna, Angel

VanSpankeren, Sherilyn

Schaberger, Helen T.

Walsh, Vivian

BY ALDERMAN M. SMITH (48th Ward):

Esposito, Carmeline

Gelsomino, Peggy

Ristic, Liliana

BY ALDERMAN STONE (50th Ward):

Alvarez, Josefina

Loeb, Sam

Cohen, Hannah

Meadow, David

Deitch, Herman N.

Myer, Belle L.

Fiddler, Sylvia

Pechter, Lillian

Fishman, Sylvia

Perelman, Szymon

Herst, Milton

Radek, Sophie C.

Heyler, Elsie G.

Tenenbaum, Jerome

Hirsch, Elaine W.

Schottland, Cele

Koenigsberg, Maida E.

**APPROVAL OF JOURNAL
OF PROCEEDINGS.**

JOURNAL (July 29, 2003)

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 Tuesday, July 29, 2003, 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:

members of the Chicago Police Department's Special Investigations Unit at the Children's Advocacy Center: Investigator Emily Bellomy, accompanied by her husband, Eric; Investigator Rolando Garza, accompanied by his wife, Carlota, and his sons, Michael and David (probationary police officers); Investigator Gregory Granadon, accompanied by his wife, Dawn; Lieutenant Robert Hargeheimer; Ms. Erin Surensen, Executive Director of the Chicago Children's Advocacy Center; Chicago Police Officers from the 17th District: Officer Mohammed Hamideh, accompanied by his mother, Muhdeh, and his brothers, Ziad and Mark; Officer Herminio Flores, Jr., accompanied by his wife, Iris, his sister, Evelyn, and his brother-in-law, Jose; and 17th District Commander, Samuel Christian;

members of Chicago Fire Department Engine 72: Lieutenant Nicholas Cavaligos, accompanied by his wife, Joann, his son, Michael, and his daughter, Katerina; Engineer Alvin Turner, accompanied by his sister, Evelyn; Fire Fighter Lee Ann Evenson, accompanied by her parents, John and Donna; and Fire Fighter John Coffey; members of Chicago Fire Department Tower Ladder 34: Fire Fighter Marvin Branson, accompanied by his wife, Sharon; Lieutenant Brian Basic; Fire Fighter Ronald Young; and Fire Fighter Vernon Moore;

The Honorable Sal F. Albanese, former New York City Council member;

members of the Chicago Park District's National Junior Lifeguard Championship team: head coach, Mary O'Connor; assistant coaches, Terry McShane, Therese Donnelly, Julie Ryan and Rob O'Connor; and eighty junior lifeguards, ages nine to fifteen;

members of the Lakeview Karate Team;

Mr. Frederick Jordan, Fifth Degree Black Belt and Chief Executive Director of the American Martial Arts Science Association; Dr. Wanda Henley, Chief Executive Officer of Chicago Metro Youth Council at Langston Hughes School; and several martial arts students;

members of Chenny Troupe, Inc. and two therapeutic canines, accompanied by Janet Rosen Eaton, Executive Director; Nancy Wieboldt, President; Steve Dale, Board Member and Vice-President; John Himmel, Board Member and Vice-President;

Mr. Pablo DeLeon, artist and former Director of the City of Chicago's Graphics and Reproduction Center.

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 Thursday, the fourth (4th) day of September, 2003, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the first (1st) day of October, 2003, 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 Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, October 1, 2003, at 10:00 A.M. in the Council Chambers in City Hall.

JAMES J. LASKI,
City Clerk.